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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Repayment of Income Tax.

IN THE SUMMARIES we gave from time to time of the evidence before the Income Tax Commission we called attention to the arrangements promised by the Inland Revenue Commissioners for facilitating the repayment of income tax. Mr. E. R. HARRISON, the Assistant Secretary to the Commissioners, said on 8th October, 1919, that they had for some time had plans in preparation, and only awaited release from pressure of war conditions on their staff to put them into operation, with a view to ensuring that all taxpayers might obtain repayment expeditiously—and at frequent intervals if they so desired—on the minimum evidence necessary for security. And in explanation of this he stated that the idea was to decentralize the procedure, to abolish, for all practical purposes, the staff of the Claims Branch at Somerset House, and to let the taxpayer go to the local Surveyor of Taxes and settle the claim with him. When this had been done, the repayment would be almost automatic. "If," said Mr. HARRISON, "a taxpayer now makes a claim, generally speaking, he can claim yearly or half-yearly; but we hope to extend that to quarterly, and possibly, in the case of many persons, we might even be able to go further than that—in any case in which there were signs of hardship." (64 SOL. JOUR., p. 289). It will be seen from an announcement which we print elsewhere that the arrangements thus foreshadowed have now been made, and that, except in the case of charities, friendly societies and similar bodies, claims for repayment must be made locally to the Inspector of Taxes.

The Bookmaker's Test Case.

WE DO NOT propose to comment on the bookmaker's test case, *Briggs* v. *Stuttery* (*Times*, December 7), since it was stated at the hearing that the point raised will be carried on appeal to the House of Lords. Mr. Justice ROWLATT gave judgment in this case so recently as 26th November, and the Court of Appeal affirmed his decision a fortnight later; so we presume that facilities for the hearing of the important question involved will be asked for and probably obtained in the final tribunal of the

realm. The facts, however, may be stated shortly. The plaintiff was the loser of a racing bet and the defendant the winner. The plaintiff gave the defendant a cheque in settlement of the bet. It was drawn on 18th October on the London, County, and Westminster Bank in favour of the defendant or order; it was crossed "Not negotiable, account payee only." The defendant indorsed it and paid it into his own bank, who presented it for payment and received payment. After this, for some reason or other—possibly because he had seen or heard of the recent Court of Appeal decision in *Dey* v. *Mayo* (1920, 2 K.B. 346, 64 SOL. JOURN. 240), but this is mere conjecture—the plaintiff claimed repayment of the amount. This was refused. He then sued the defendant for money received to the use of the plaintiff under section 2 of the Gaming Act, 1835, which avoids the consideration for all cheques, etc., given in settlement of betting debts. It was formally assumed that, as the parties were *in pari delicto*, and as the cheque had passed through the hands of third parties not tainted with the transaction, the drawer of the cheque could not recover its value after it had been transferred to a bank, presented and paid. In *Dey* v. *Mayo* (*supra*), however, the Court of Appeal held that the presenting bankers were holders of the cheque on behalf of the defendant, and that therefore their intervention as third parties did not avail to withdraw the statutory failure of consideration. Since the facts in the present case were admittedly on all fours with those in *Dey* v. *Mayo*, Mr. Justice ROWLATT decided in favour of the plaintiff, and the Court of Appeal, after expediting the hearing, decided in the same sense for the same reason. The decision is considered by bookmakers as destructive of any possibility of carrying on their profession, and therefore the view of the House of Lords will be eagerly awaited.

Nuisance by Noise.

IT IS INTERESTING to note that Mr. Justice PETERSON, who was a plaintiff and witness in the *Battersea Saw Case—Davies and Others* v. *Drew-Bear, Perks & Co. Ltd.* (*Times*, 26th November)—had himself to decide a similar case last year in *Bosworth-Smith and Others* v. *Gwynnes, Ltd.* (2nd July, 1919, 89 L.J. Ch. 365; 122 L.T. 15). Both PETERSON, J., in that case, and ASTBURY, J., in the recent case, were bound by the test of what is a nuisance laid down by WARRINGTON, J., and the Court of Appeal, and held by the House of Lords to be rightly applied, in *Rushmer* v. *Polsue & Alfieri, Ltd.* (1906, 1 Ch. 234, 236; 1907, A.C. 121). The question is whether the matter complained of seriously interferes with the comfort of neighbouring residents according to ordinary notions prevailing among reasonable persons, having regard to the locality and the occupations carried on there previously to the matters complained of. "Whatever," said COZENS-HARDY, L.J., "the standard of comfort in a particular district may be, I think the addition of a fresh noise caused by the defendants' works may be so substantial as to create a legal nuisance." In the case before PETERSON, J., the noise complained of was caused by the manufacture of aeroplanes near Chiswick. The learned judge described the neighbourhood as an exceptionally quiet residential district before the defendants commenced their operations, and held that these constituted a nuisance within the test above given, and he granted an injunction. In the present case the learned judge had the satisfaction of finding that ASTBURY, J., on similar facts, arrived at the same conclusion.

The Status of Demobilised Men.

THERE IS AN old Catholic belief that when a babe dies before it has been baptized, its soul is incapable of being received either into Heaven or into Hell, but wanders for all time in the abyss between the two. Some similar status—to judge from the decision of the Court of Appeal in *Re a Debtor*, No. 206 of 1920 (*Times*, 4th inst.)—would appear to be that of a demobilized soldier or sailor, as distinct from that of one who has actually been discharged from His Majesty's service. The point arose in this way. Under the Courts (Emergency Powers) Acts, we need hardly say, officers and soldiers serving in His Majesty's Forces are entitled to certain special protection from, *inter alia*, bankruptcy process for the duration of the war. The war, as we all know, is not yet officially ended, and the Courts (Emergency Powers) Acts are still in force and have to be read in connection with the first Schedule of the War Emergency Laws (Continuance) Act, 1920. Now, it is clear that an officer or man still on active service is entitled to this special statutory protection. It is equally clear that a soldier or sailor officially discharged is not entitled thereto; he has ceased to be a member of His Majesty's Forces, subject, of course, to the special provisions of the Schedule. But the great mass of officers and men recently serving are not in the position of discharged soldiers. They have merely been "demobilized," not discharged or gazetted out of the service. That is to say, they are still liable to be re-called on active service by a Proclamation of Mobilization, and possibly in other ways. In the meantime, they enjoy neither pay, nor the privilege of wearing uniform except on ceremonial occasions. Demobilized officers, indeed, all receive an official letter authorising them to retain their rank, but stating that they are not entitled to pay or to wear uniform except on the exceptional occasions just referred to. Their status, therefore, is a matter of some uncertainty. It is generally understood that, on the termination of the war, all of them will be finally gazetted "out" with the privilege of retaining their rank; and then they will be in the position of free men once more. At present, however, they are His Majesty's servants and liable to re-call as well as to certain forms of military discipline. For example, Lieut.-Col. MALONE was, not very long ago, deprived of his naval rank for having visited Russia without obtaining the permission of the Ministry of Air; in other words, although a demobilized officer, he was treated as still subject to the regulations prescribed for officers under the King's Regulations for the Royal Air Force.

The Limits of Statutory Protection.

NOW IN THE case on which we are commenting, the facts were simple and, indeed, quite common form. The debtor, who claimed protection from bankruptcy process under the Courts (Emergency Powers) Acts, was a demobilized officer who held a commission in the Royal Naval Volunteer Reserve. He was demobilized in July, 1919, but not discharged or gazetted out of the service. The result is, that he remained liable to service, and was entitled to retain his rank and to wear uniform on ceremonial occasions, but not entitled to receive pay or to wear uniform at other times. All this is clear to every ex-officer who has served, but the Court of Appeal were in doubt on the matter and took the unusual step of seeking information as to the debtor's status from the Admiralty. The reply was not very illuminating, but the above points may be gathered from it by anyone skilled in the interpretation of service documents. The Court of Appeal, although not thus skilled, did in fact succeed in construing the document substantially correctly. And, having done so, they quite properly and reasonably held that demobilized officers and men, requiring no longer the protection afforded by the statute, are no longer within its spirit and cease to be protected. *Semble*, if called up again, they would regain automatically the dormant protection.

Lawyers and Doctors.

MR. JUSTICE DARLING is usually the most polite and considerate of judges to all who appear in his court, either as counsel or as witnesses, as well as a remarkably sane and reasonable man of the world. It is unfortunate, therefore, that he took up what many members of both the legal and the medical professions will feel to have been a somewhat needless aggressive attitude towards medical expert opinion on the *quæstio vexata* of insanity in the recent case of *R.* v. *Albert John Bartlett* (*Times*, December 9th). Here the prisoner was indicted for the murder of his financée under very unusual circumstances. The girl, apparently, informed the prisoner that she had taken salts of lemon and was dying; she appeared to be in great pain: they were alone in Epping Forest and no help was available. The prisoner, driven demented by her agony, strangled her to put her out of pain. Now, assuming this story to be true—a matter for the jury who in fact found the prisoner "guilty but insane"—a difficult point arises as to the application of our present legal tests of insanity to these facts. It is clear that the accused was not insane in

the sense of "complete vacuity of mind," or "idiocy"—the first of three kinds of insanity recognised as pleas in abatement or mitigation by our criminal jurisprudence. It is equally clear that he was not insane in the second or commonest sense, that of being "unable to distinguish between right and wrong"; the accused knew that murder is forbidden by law. Nor can he be said to have suffered from "partial insanity," the third kind recognised for forensic purposes, in that he did not suffer from any delusion as to the facts which, if true, would have justified his actions. Neither a private person nor yet a doctor is justified in killing a patient in order to put him or her out of agony, even if recovery is hopeless: so that an erroneous belief to that effect on the part of the prisoner did not excuse his crime. Judged by the rules laid down in *M'Naghten's Case* (4 State Trials, N.S. 847), the case on which we are commenting seems not one of those in which the law admits a plea of insanity.

The Necessity for reconsidering *M'Naghten's* Case.

BUT *M'Naghten's Case* was decided in 1843, and the tests then laid down are no longer in the least adequate. Medical opinion has made a great advance in the last seven-and-seventy years. Insanity has been successfully studied. Psychology has investigated the whole field of activity and mental responsibility. No enlightened expert, legal or medical or psychological, now regards the "Rule in *M'Naghten's Case*" as other than worthless and harmful. Indeed, as Sir JOHN MACDONELL pointed out in a letter to The *Times* last year, there is here a wide breach between medical and legal opinion which ought to be bridged over, either by the Courts, or if it is felt to be impossible now to revise the tests suggested in 1843, then by an Act of Parliament. Put briefly, the fault of the old rules is this: They lay down a purely intellectual test of sanity. But sanity, it is now well-recognised, is chiefly a matter of a "volitional" or even a "neurotic" and psycho-pathological type. A man, still more frequently a woman, is intellectually perfectly competent, but nevertheless completely incapable of controlling his or her conduct. There is an irresistible impulse, as it used to be called, or a "Freudian complex" in more up-to-date language, which displaces the will and intellect of the individual in control of his acts, either for a temporary period of neurotic hysteria, or with some degree of permanence. The character of these neurotic tendencies is well understood by experts, and it is often not difficult to decide by fairly well-marked reactions, whether or not the individual is suffering from some mania which renders him really irresponsible. Consequently, when doctors are called as medical experts they are in a dilemma. If they state their own opinion honestly in the light of present-day medical knowledge, they must swear that a person is insane. If they reply to the question whether he is insane "according to the tests laid down in *M'Naghten's Case*," they can only reply that perhaps he is, but that *M'Naghten's Case* is for them utterly worthless. In effect, this was the attitude taken up by Sir ROBERT ARMSTRONG-JONES, the eminent medical expert in cases of nervous diseases called for the defence in *R.* v. *Bartlett* (*supra*). We do not quite see what other attitude he could, honestly or with self-respect, have assumed. But Mr. Justice DARLING appears to have considered that such an attitude was in some way an attack by the whole medical profession on what Professor DICEY calls "the Rule of Law and the Sovereignty of Parliament," those fundamental pillars of our Constitution. In fact, the learned judge seems to have felt that the attitude of the doctor was a kind of "Direct Action Treason," which must be suppressed at all costs. "We take the law of England from the King's Bench and not from Harley Street," he is reported to have said: "From the House of Lords and not from Wimpole Street or any other street." No doubt we do. But is it wise to emphasize the fact that the law of England, as laid down by the King's Bench or the House of Lords on a matter about which the judges necessarily know nothing, happens to be in complete conflict with the unanimous opinion of all those experts who know whatever is known on the point? Surely the moral is that, if the law is quite out of date, it ought to be revised.

Premature Obituary Notices.

LORD DESBOROUGH'S recent strange experience, that of reading in the daily press obituary notices of himself, has fallen to at least two eminent lawyers. Lord BROUGHAM is the first of these. In his old age, while absent in Westmorland, he was reported dead; in fact, the blinds of his town house were for some reason drawn down. Inveterate rumour says that he caused this to be done himself in order that he might hear what the world thought of him; but sometimes inveterate rumour is not to be trusted. The result, at any rate, was unfortunate, for his numerous enemies in all parties apparently forgot the benevolent maxim, *De Mortuis non nisi bonum*, and the press said so many unkind things about him, that he shook the soil of England from his feet, settled at Cannes, and became a naturalised French subject. Another explanation, however, exists as regards this last event. It is said that BROUGHAM was anxious to promote International Peace by showing that a man could be a citizen of two states at the same time; if so, he made a mistake in his law. *Nemo potest exuere patriam* was then the law of England, which would not have recognised his claim to dual nationality. The other victim, if he may be so called, is the eminent Solicitor-General of New Zealand, the author of Salmond on Torts, who is happily still alive. During the war, by some mischance, his death in New Zealand was recorded in the daily press and comments on his career appeared in the legal journals. Fortunately, they were flattering comments on a jurist deservedly highly esteemed. For presently letters arrived from the Solicitor-General explaining that he was alive and well. As in another famous case—by no means legal—the report had been greatly exaggerated.

Longevity on the Bench.

THE INTERESTING news that Lord LINDLEY attained his ninety-third birthday some few days ago has recalled to memory the long judicial career of this eminent ex-Master of the Rolls, who sat as a judge of first instance so long ago as 1873. Even Lord HALSBURY was not then on the Bench. But Lord LINDLEY and Lord HALSBURY are by no means the only famous English judges of comparatively recent days who have attained the verge of ninety years. Both BROUGHAM and LYNDHURST nearly reached that great age, and CAMPBELL was over eighty when at last he reached the Woolsack. The truth is, that successful lawyers are usually long-lived. Lord FINLAY, too, who was then about 75, is another example. This may seem strange in view of the peculiarly arduous life a successful lawyer leads. But the reason is simple. The Bar is a profession in which health and strength are conditions precedent to any very great success. The man of weak heart, or lungs, or liver soon drops out of the race; he cannot be depended on always to appear when briefed. Nor can he be relied on to keep up a sustained fight with the vigour of stronger men. So by a natural process of the survival of the fittest, only men of iron frame usually find their way to law office and thence to the Woolsack. Again, once he is on the Bench, a judge has a comparatively smooth and easy time. Patience he needs, but he need not sweat any longer—and, if unwell, he can rest. In the closing years of life, when ailments beset even strong men, this is a consideration which goes far to prolong life. And yet there are well known instances to the contrary, such as Mr. Justice BYRNE and Lord PARKER and Lord GORELL.

Constitutional Control of Public Expenditure.

AT the present moment the demand for a more rigid economy in public expenditure seems to be voiced by the representatives of all classes in the community. Yet there seems a general agreement that no practicable means exists of enforcing obedience to this public demand on the various Government Departments. Parliament, of course, can refuse to vote the money required;

but this would lead to a paralysis of Government and therefore is unthinkable. No other real check seems to exist. In these circumstances it may be useful to indicate the nature of the control of public expenditure which Constitutional Law provides, and then to enquire why this system of control has proved so inadequate for the purpose we are now discussing.

The main plan of our Constitution in this matter is simple. The House of Commons votes all public expenditure, and without the authority of an Act of Parliament, not a penny piece can be spent by any Government official. Indeed, he cannot get hold of the public money to spend. For our delicate system of control and audit renders it impossible that he shall obtain funds for any unauthorised purpose. So far all is well. But this formal control of expenditure is the only one our law recognises. Once money has been voted for the purposes of a Department by Parliament, no further control over its expenditure exists. And Parliament cannot in practice enquire into each item of departmental expenditure. It has to take items on trust and vote lump sums. It is this inability, in practice, to control details of expenditure which puts the House of Commons at the mercy of officials. Let us see exactly how the situation arises.

Prior to the Revolution, most of our revenue was extra-parliamentary: it came into the hands of the King by virtue of the Prerogative or his position as feudal Lord Paramount. Hence its expenditure was unchecked. Even when Parliament voted moneys, no system of seeing that they were properly expended on the objects of the vote had been devised. And consequently moneys were not infrequently diverted from the purposes for which they had been voted. But after the Revolution, Parliament would not longer tolerate this. All revenue was now voted by Parliament, either by permanent or by annual Acts and a new system of control was set up. There had existed two public officers, the Controller-General and the Auditor-General. The first paid out moneys, but had no power to ask for vouchers as to their right expenditure. The second audited the accounts of Departments, but could not restrain an official head from drawing on the Controller for the moneys he required. This division of functions in practice destroyed all real control, since the two Departments—after the fashion of Government offices—regarded each other as rivals and endeavoured to put as many spokes as possible in each other's wheels. The Revolution, however, put an end to that. The Whig junta insisted on uniting in the hands of one individual the powers of Controller-General and Auditor-General. At one blow this did away with the division of forces between the Departments, enabled the Controller, in his capacity of Auditor-General, to demand vouchers for expenditure, before in his capacity of Controller, he authorised a draft on the Government branch in the Bank of England, and put a real check on irregular or unauthorised expenditure of public moneys. The audit of accounts, originally established in Plantaganet times, traces of which are found in the reigns of Edward III, Richard II and Henry IV, had fallen into abeyance after 1408; it had been revived temporarily under Elizabeth and Charles II; but it was not until the accession of William and Mary that the institution of the change just described made it a real thing.

So far as formal control of money goes, the present system is well-nigh perfect. The Controller and Auditor-General is a high official, independent of the Cabinet and removable only for misconduct upon an address from both Houses of Parliament (Exchequer and Audit Department Act, 1866, section 3). In other words, he enjoys all the security of a High Court Judge. All public moneys are paid into the Consolidated Fund at the Bank of England, and only the Controller can draw upon that fund. Without his warrant not a penny is paid out. Again, he audits the public accounts and at the end of each financial year must submit to the Public Accounts Committee of the House of Commons an account and a report; in this, he must draw attention to any irregularities. The result is, that no irregularities are ever likely to take place. As a matter of fact, this protection sometimes leads to absurd results, since the Controller has his own reputation and responsibility to consider, and must sometimes refuse to pay moneys on mere technical grounds. The classic instance is that of Lord GRENVILLE, Controller in 1811, when George III became temporarily insane. England was then at war and the Houses of Parliament had passed the necessary credits. The Navy urgently required one million pounds for its immediate expenses, all duly authorised by Parliament. But Lord GRENVILLE refused his warrant to the First Lord of the Admiralty for the withdrawal of this sum, and the law officers of the day advised that he had acted properly. For the King was insane, and so could not affix the sign manual to the letters under the Privy Seal which the Treasury issue, approving a departmental demand. But there are three conditions precedent before the Controller will grant his warrant: (1) there must be an appropriation by Parliament; (2) an authorisation by the Treasury under the Privy Seal; and (3) a demand by the authorised departmental chief. The appropriation and the demand were in order, but not the letters under the Privy Seal, for the formal reason just mentioned. So the prosecution of a great war was held up until the necessary Regency Bill had been passed, upon which the Regent had full authority to affix the sign-manual, and there was no further technical difficulty. This illustrates the extent to which our procedure safeguards us against an irregular expenditure of moneys voted by Parliament.

Now let us consider that one of the three conditions precedent just mentioned which seems to afford substantial security for the control of public expenditure. We refer to the necessity of Parliamentary authority. All our writers on Constitutional Law regard this as one of the *Palladia* of the constitution. But, in practice, it affords little protection, for a reason which will become obvious in a moment. First, however, let us show the formal completeness of the Parliamentary control thus created. The following stages take place in or before Parliament before a single penny of public money can legally be demanded by any head of a Department:—

(*a*) A request for supplies to meet the services for the year is made by the Crown in the Speech from the Throne, which intimates that estimates will be submitted for the amounts required;
(*b*) Estimates for the financial year commencing 1st April are made out by the Heads of Departments and submitted to the Treasury for approval;
(*c*) The Treasury's approved estimates are then adopted by the Chancellor of the Exchequer as the basis of his Budget, fixing at once expenditure and taxation for the coming year;
(*d*) These Estimates are then considered by the House of Commons in one or other of two Committees, each of which is a Committee of the whole House, namely, the Committee of Supply and the Committee of Ways and Means. Supply is voted in the Committee of Supply; Taxation is voted in the Committee of Ways and Means;
(*e*) Resolutions are then passed by the Committee of Ways and Means for two purposes: (1) the levy of taxes, and (2) the payment of lump sums of expenditure ior the various branches of the public services out of the Consolidated Fund. The former get duly embodied in Customs and Inland Revenue Bills or Finance Bills, according to their character, and we need not consider them further;
(*f*) Bills, based on the Supply Resolutions and the Estimates, are then brought in to the Committee of Ways and Means to authorise these payments out of the Consolidated Fund. These are known as Consolidated Fund Bills. These Bills are in due course consolidated into several Consolidated Fund Acts for the year, which authorise *all* expenditure. If necessary, as during the war, supplementary estimates and Consolidated Fund Acts are brought in later on to cover additional expenditure which has subsequently been found necessary;
(*g*) The Bank of England is authorised by a provision in the Act to advance the sums named in the Consolidated Fund Act on the security of Treasury Bills accepted by the Lords of the Treasury acting through the Chancellor of the Exchequer;
(*h*) At the end of the financial year an Appropriation Act is passed embodying all the various Consolidated Fund Acts passed in the year. This specifically appropriates these sums granted to the specified heads of expenditure embodied in the Estimates.

Now this *seems* very sufficient protection. In practice it is none at all. For the votes, although detailed, cannot well be discussed in detail. The result is, that lump sums are voted to each Department for the authorised purposes. The mode of

spending in detail is really and necessarily left to the Department. In other words, the House of Commons is not really able to control the detailed business expenditure of any Department. That is too vast a task. It has to trust the Treasury officials who check and approve the Estimates. But no Treasury official can really stand up to the Cabinet. And therefore no real control in the interests of economy does at present exist.

A Tenant's Right to Remove Fixtures.

In considering a question of a tenant's right to remove fixtures, the first point is whether the articles have in fact become fixtures, and then whether, assuming that they are fixtures, they are removable by the tenant. Both of these points are illustrated by the recent decision of the Court of Appeal in *Pole-Carew* v. *Western Counties and General Manure Co. Ltd.* (1920, 2 Ch. 97).

In that case the defendant company had from 1857 to 1912 carried on the business of manufacturers of artificial manure and sulphuric acid on land held under three successive leases. First, there was a lease for ninety-nine years or three lives, one of which was the late King Edward VII, then Prince of Wales. This lease was granted in order that the land might be used in the company's business. On this land, and on adjoining land which the company acquired on a short tenancy, they erected buildings for their manufactory, and as to these no question arose. They were fixtures and were irremovable. They also placed on the land, partly during the currency of this lease, and partly during the next lease, certain acid chambers, one of which was afterwards converted into a tank, and two towers. One of the acid chambers had a lean-to shed. The whole formed a single apparatus for the manufacture of sulphuric acid, an essential ingredient in the preparation of artificial manures. In 1868 the lease of 1857 was surrendered and a new lease was granted, for ninety-nine years or the same three lives, of the whole of the land and buildings, the premises being described as "All that manufactory (being a manure factory) with the store-houses, machine houses, sheds, quay, and premises now in the occupation" of the company. There was a covenant to repair and yield up in repair the buildings and erections then or thereafter during the term standing on the premises. The late King, who died in 1910, was the last survivor of the three lives. The company remained in possession, and in 1912 the plaintiff, in whom the property was then vested, granted the company a new lease for fourteen years from 29th September, 1911. This included the land with the manure manufactory and other buildings standing thereon, and there was a covenant to repair and yield up all existing and future erections and buildings and a covenant to insure buildings and to expend the policy moneys in "repairing and rebuilding the premises." The company had an option to determine the lease on six months' notice, expiring at any quarter-day. In 1916 a fire occurred on the demised premises, and the greater part of the structures forming the apparatus for making sulphuric acid was destroyed. The remains not absolutely destroyed were removed by the company, who gave notice to determine the lease and quitted the premises in 1917. The question was whether the company were liable to make good these structures. The company denied liability in respect of (1) the acid chambers, (2) the lean-to shed, and (3) the towers, on the ground that they were chattels, and did not come within the terms of the covenants; and that even if not chattels, they were tenant's fixtures and so not included in the covenants.

The question whether a chattel has been so affixed to the ground as to become a fixture is one depending on the degree and object of annexation (*Hellawell* v. *Eastwood*, 6 Ex. 295; *Holland* v. *Hodgson*, L.R. 7 C.P. 328, 334); though the term "degree" of annexation is, perhaps, misleading, for there may be no annexation at all, as in the case of sculptured figures (*D'Eyncourt* v. *Gregory*, L.R. 3 Eq. 382, 396), or dog-grates (*Monti* v. *Barnes*, 1901, 1 K.B. 205), which are not annexed at all, but are fixtures by reason of their being part of the architectural design or the arrangement of the house. This lets in a serious element of doubt in determining whether an article answers the first test. And the second is, perhaps, even more troublesome; the question here is said to be whether the article was affixed for the permanent and substantial improvement of the premises, or only for a temporary purpose and the more complete enjoyment and use of it as a chattel: *Hellawell* v. *Eastwood*; *Holland* v. *Hodgson* (*supra*). But, stated in this form, the test is delusive, for in *Holland* v. *Hodgson* and in numerous other cases, machines, which were readily detachable, have been held to be fixtures, notwithstanding that they were apparently affixed for their better use as machines, the reason given being that they were affixed for the purpose of improving the premises. These cases were stated and followed by the Court of Appeal in *Hobson* v. *Gorringe* (1897, 1 Ch. 182, 188), and were approved by the House of Lords in *Reynolds* v. *Ashby & Son* (1904, A.C., 466), and though it is permissible to question their logical correctness, there is no doubt that they settle the law. The result appears to be that machines required for the use of a factory become fixtures even by slight attachment.

The nature of the structures in question in the present case is stated in the report, and we need not attempt to give it in any detail. The question in each case is, as the Master of the Rolls observed, essentially one of fact. The acid chambers were erections of some complexity, resting, indeed, on the soil, but of a size and permanence which were incompatible with their being regarded as chattels. The towers, in Lord STERNDALE'S view, presented more difficulty, but they were connected by pipes with the chambers, and must, he said, "be considered as a part of the whole structure, in the same way that movable parts of an engine are considered as an integral part of the engine (*Mather* v. *Fraser*, 2 K. & J. 536), or detached millstones as an integral part of a mill: *Place* v. *Fagg* (4 Man. & Ry., 277); *Martyr* v. *Bradley* (9 Bing. 24)." So, WARRINGTON, L.J., regarded the entire series of acid chambers and tank as forming one composite building, the whole of which, including the lean-to, had become attached to the soil, and the towers were an essential part of the structure and were fixtures also. Nor were any of the erections removable as trade fixtures, for buildings of this nature are not within that category. A trade fixture is something which can either be removed bodily, or, if it has to be taken to pieces, can be readily re-erected elsewhere. The term does not extend to a building which will be destroyed in removal: *Whitehead* v. *Bennett* (27 L.J., Ch. 474).

But even if the structures had been tenant's fixtures, the company were met with the difficulty that they had surrendered the lease of 1857 and taken the new lease of 1868, which comprised the structures then erected, and, although the lease of 1868 expired according to its tenor, yet the last lease include all the structures whether erected before 1868 or after. And it was decided by PARKER, J., in *Leschallas* v. *Woolf* (1908, 1 Ch. 641), that a tenant loses his right to remove trade fixtures if he surrenders his lease, and takes a new lease including the fixtures. The result is harsh, but it is a consequence of the tenant's rights not being properly protected. Similarly, a tenant has no right to remove trade fixtures, if he covenants to yield up fixtures in such terms as to include trade fixtures. See *Bishop* v. *Elliott* (11 Ex. 113); *Lambourn* v. *McLellan* (1903, 2 Ch. 268). In the result, therefore, the Court of Appeal affirmed the decision of SARGANT, J., who had held that the company were liable to make good the value of the structures.

When a woman was charged with theft at the Surrey Assizes on Tuesday, the prosecuting counsel said that her solicitor was making efforts to obtain counsel to defend her. This announcement was made late in the evening, and Mr. Justice Avory said that he could not put back the case, but added, "I will see if I am capable of defending the prisoner myself. I do not know if I have forgotten how to do it." In the end the prisoner was not called on for her defence, the case having collapsed, and she was acquitted.

Lord Gorell.

THE introduction to this book* in which the present Lord GORELL sketches, with a son's affection and sympathy, the career of the advocate, judge and law reformer, who was better known as JOHN GORELL BARNES, and the book itself in which Mr. DE MONTMORENCY has developed the same subject, brings out the two sides of his nature—his devotion to family life and his devotion to the law.

"To make a happy fireside clime
To weans and wife;
That's the true pathos and sublime
Of human life."

These words fitly express Lord GORELL in his home life as we find it here portrayed. With all his genialty and sympathy there was in him, says his son, a rather unusual measure of reserve, and this was, perhaps, accentuated by the completeness of his happiness in his wife and family. He could always with a clear conscience decline an invitation on the ground of a prior engagement, for the prior engagement was to dine at home. And this family life had its most vivid expression at Stratford Hills, the country place in Suffolk which he acquired in 1897. "Stratford Hills," he wrote, "has filled a large place in our lives and in those of our children." "Stratford," says his son, gave him the chance to be a boy again; he originally brought it to let us children learn the life of the English country, but it wove a deep spell about him too. He identified himself to an unusual degree with the life of the place, always finding, he said, something that wanted doing when he went out. His chief enjoyment was supervising the actual work and stocking of the farm. He was justly proud of his Suffolk mares and their foals, and found a constant interest in attending sales. And this country life diminished the travels abroad which had been the pastime of his earlier life. Of these—on the Continent and to South Africa and America—Mr. DE MONTMORENCY gives an account, not omitting a letter from St. Petersburg—happily the war had not then changed well-known names—to his eldest child. And, in one of the passages which has suggested the above remarks, Mr. DE MONTMORENCY says:—

> "This letter to a little boy of three is quoted as characteristic of that essential tenderness of nature which underly the whole of BARNES' life and work. Even in his judgments in sad cases it is possible for those who have eyes to see, to find it peering out, and it is the dominating note of all his letters, letters too private and personal to quote. But this little letter, itself like a Russian folk-story, will suggest everything."

The Judge came of north country stock. His grandfather was JOHN GORELL BARNES, of Ashgate, near Chesterfield, and details of his large family are given by Mr. DE MONTMORENCY in the first chapter. They are a little difficult to follow without the help of a genealogical tree, but it is interesting to find relationship—distant, indeed—to SIR GEORGE BIDDELL AIREY, the astronomer, and to ROUTH, the famous mathematical coach. JOHN GORELL BARNES' third son was HENRY BARNES, and his eldest son took the grandfather's name, and is the subject of this memoir. HENRY BARNES was a shipowner at Liverpool, but he died suddenly in 1865, when his son was 17 years old, and as someone was required to succeed him in the business, it looked as though the son's intended university career would be sacrificed. Till then he had been to a succession of private schools. But after some uncertainty he was entered at Peterhouse, and went to Cambridge in April, 1835, and three years later took the mathematical tripos, where he was placed among the senior ops. Like not a few other men, he proved to be better than his degree, and his college recognized this in later years by making him an honorary fellow. In the same year—1868—JOHN FLETCHER MOULTON was senior wrangler, and WILLIAM RANN KENNEDY was senior classic, and when BARNES had become President of the P. D. and A. Division, and sat as such in the Court of Appeal, he often had these university co-evals and afterwards brother judges as his colleagues. "It was" he wrote, "a matter of some pride to feel that I was presiding over a court with men who were in such high university position at the time when I took my humble place in my tripos."

Meanwhile his father's business had dwindled to a fraction of its former importance, and it offered no scope to BARNES when he came down from Cambridge. He went into it for a year, but left it to be articled to W. G. BATESON, of the firm of BATESON, ROBINSON & MORRIS, of Liverpool. But he stayed there only a short time, and in 1873 entered at the Inner Temple. He read for a year with THOMPSON, of Lincoln's Inn—we presume FREDERICK THOMPSON, who retired some ten years ago—and met ARTHUR COHEN, who was a friend of THOMPSON'S. COHEN introduced him to J. C. MATHEW, and he became MATHEW'S pupil in October, 1874. This was the starting point of BARNES' career. He remained with MATHEW till 1881, when the latter was made a judge, and the bulk of MATHEW'S practice then passed to him. At pp. 53, *et seq.*, Mr. DE MONTMORENCY quotes from a well-qualified but anonymous source an interesting sketch of BARNES' career at this time:—

> "A capable 'devil' was a vital necessity to MATHEW, and BARNES appeared at the very moment. He had not been in chambers many weeks when his absolute fitness for the position was recognized. He had all the necessary qualities, including knowledge of case-law, familiarity with commercial methods, and complete self-confidence. When his days of pupildom were over, he was invited to stay on at 2 Dr. Johnson's Buildings in the other capacity, and was glad to fall in with the suggestion."

And later, in reference to MATHEW'S promotion:—

> "BARNES succeeded at once to the heritage. The papers which covered MATHEW'S table were forthwith transferred to BARNES, and his income leaped from a few hundreds to some thousands a year. He became, as MATHEW had been, the leading junior of the firms now known as COWARD & HAWKSLEY, SONS & CHANCE, WALTONS & Co., and W. A. CRUMP & SON. And the propriety of the succession was recognized. After he had argued a case in the Court of Appeal, which had been in MATHEW'S hands in the court below, Lord Justice BRAMWELL passed down a note in the following terms: 'COHEN—MATHEW—BARNES.'"

BARNES' own account of those days is given at pp. 58, *et seq.* For the encouragement of the new and ambitious junior we select the following:—

> "Young men looking up the profession often think how hard it is to get on. Certainly in my day those busy men who wanted help often seemed to have great difficulty in finding anyone they could adequately trust to give it to them. As I have grown older I have become confirmed in this. My difficulty was to find out the man who was or could be useful to me . . . . . The young man thinks how difficult it is to get on, the older one thinks how difficult it is to find the right person to whom to hand over matters. I believe this is generally true, and certainly of the bar. So that in my view the young man who has the right qualifications should never despair of getting on. I fancy that it is more difficult now to find opportunities for devilling than it was in my time; but whenever a man is overworked, he is pretty sure to look out for adequate help, and I expect that opportunities for getting on will be found by the man who is in downright earnest."

BARNES took silk in 1888, but he was in the front row only four years, and in 1892 was appointed to the P. D. & A. Division, when Sir FRANCIS JEUNE became president on the death of Sir CHARLES BUTT. Here at first he took the Admiralty work, and in this he was singularly successful. Afterwards he took part in Probate and Admiralty cases, and the case of *Cowley* v. *Cowley* (1900, P. 118, 305) came in the first instance before him, but he was reversed on appeal. Mr. DE MONTMORENCY gives details of the leading cases in which he was engaged, both as an advocate and as a judge. In 1905 Sir FRANCIS JEUNE retired and BARNES succeeded him as president, and it is interesting to quote from his own words as to one change he made:—

> "I succeeded, with the courteous co-operation of the Press, in putting an end to the practice of sketching in Court, which was often a source of trouble to those who did not want to be pictorially represented, and whose evidence was liable to be affected by the conciousness of being sketched, and had the effect of drawing attention very prominently to divorce cases. I have always felt grateful to the Press for the manner in which they acted in this matter."

BARNES first came into public prominence as a Judge through the passage in his judgment in *Dodd* v. *Dodd* (1906, P. 189), in which he called attention to the evils attendant upon the granting of separation orders under the Summary Jurisdiction (Married Women) Act 1875, and this was the prelude to his work for the reform of the Divorce Law, which mainly occupied the remainder of his life. The opportunity for this came when, in 1909, he resigned the Presidency of the P. D. and A. Division and was raised to the peerage. At this time he had been working on the County Courts Committee of which he was chairman. The report was issued shortly after he became Lord GORELL and dealt with the subject of provincial jurisdiction in divorce, it being recommended that the County Courts should be given limited jurisdiction in matrimonial cases. Next he took up the question of copyright and was chairman of the Copyright Committee of 1909, and assisted in the passage of the Copyright Act, 1911, through the House of Lords. Meanwhile there was the Divorce Commission of 1909 of which Lord GORELL was chairman, and by his work on which he will be chiefly remembered. We do not propose to follow Mr. DE MONTMORENCY in his account of this work. It is of immediate interest in connection with the attempts now being made to secure the fruits of his labour and to broaden the principles of the Divorce Laws and to facilitate their operation, and will be of great service to those who are following this subject. Mr. DE MONTMORENCY was Assistant Secretary to the Commission and is well qualified to summarize and estimate the value of Lord GORELL'S labours. Included as an appendix are the very full notes prepared by Lord GORELL for the use of the Commission as to the "Principles of Divorce Legislation", and which are printed in Vol. III of the evidence taken by the Commission. As an index to the thoroughness with which Lord GORELL did the word of investigation we may notice the enquiries he had made as to the exact words used by Mr. Justice MAULE in his well-known observations on the law of bigamy and divorce for the poor. Ultimately, an account was found by Mr. DE MONTMORENCY in *The Times* of 3rd April, 1845. It was a disappointment to Lord GORELL that he could not secure a unanimous report, but, perhaps, that was not to be expected. The work of the Commission overtaxed his strength. It had already been overtaxed by the strenuous work of earlier years, and this led to prolonged absences from the Bench. He died in 1913, and Lady BARNES, in 1919. *Felix opportunitate mortis*, says Mr. DE MONTMORENCY, for he escaped the strain and grief of the war. "Great," says his son, "as his services would unquestionably have been in all those questions of prize and maritime law over which he had so complete a mastery, the anxieties, public and private, of the years of war would have been a real torture to him. Even in the South African War he confessed to often lay awake whole nights wondering how BULLER was going to get across the Tugela." His elder son HENRY—we gather that the present Lord GORELL was the only other son—took a commission in a battery. He went with it to France in March 1915, and was killed in action at the beginning of 1917. His brother gives

*JOHN GORELL BARNES, First Lord GORELL (1848–1913). A Memoir by J. E. G. DE MONTMORENCY. With an introduction by RONALD, Third Lord GORELL, with Portrait. John Murray. 18s. net.

a brief account of him at the end of the introduction. We may conclude this notice of an extremely interesting book with the present Lord GORELL's own closing words :—

"Apart from the one great cross of ill-health which he was called upon to bear for so many years, his was a very happy life. He moved by steady steps to high honour; his path was never darkened by envy or roughened by hostility; in the words of one who knew him long and loved him well he 'never, in the struggles of a strenuous life, made an enemy or lost a friend,' and he was sweetened and ennobled by the possession and the gift of a truly great love."

A Tax on Turnover.

WE have received from the Editor of *The Financier* a copy of a pamphlet "A Tax on Turnover." This, it was stated, was first advocated in that paper on 17th May last as the true solution of the fiscal problem in this country, and the matter is causing special interest just now on account of the reports coming to hand of the operation of the tax in Canada. The pamphlet states the well-known objections to E.P.D., and puts forward only two alternatives as worth considering—a tax on turnover, and a flat rate tax on profits. The latter would be only an extension of income tax and corporation profits tax, and there is nothing novel about it. And, if imposed, it would have to produce the £215,000,000 or so which E.P.D. is expected to yield. But assuming it could produce this sum, the author of the pamphlet regards it as objectionable in principle and incidence as existing taxation. And indeed, if the amount has to be levied out of profits it does not seem—apart from differences in modes of assessment and collection—to matter much whether it is called E.P.D. or income tax or corporation profits tax. Hence a tax on turnover is put forward as the only efficient substitute for E.P.D, and, it is explained that this "does *not* mean a tax on the annual turnover of any business. On the contrary it is a tax on expenditure, regulated by the amount of the outlay and regardless of ordinary trade profit." And an example is given of how it would work, the tax being levied at each successive stage in the dealing with an article, until it finally reaches the hands of the consumer. Thus raw material costing £100 and paying, at 1 per cent., a first tax of £1 might after successive stages and successive impositions of tax reach the consumer at the value of £300, subject to a £3 tax.

France and Canada, says the author of the pamphlet, have recently had recourse to a turnover or sales tax; and Germany too, but there, it is said, its incidence and collection are faulty. "The yield in France promises to reach the amount budgeted for, while in Canada it is a big factor in what may prove to be a record year's revenue." As we have said, reports of the tax on Canada are coming to hand. *The Times* correspondent at Toronto, in a message of the 6th inst. (*Times*, 7th inst.), says, there is little general dissatisfaction with the principle, though there is some friction and confusion over its operation. Where the manufacturer sells his own products direct to the retailer or the consumer, or where the importation is by the retailer or consumer, the tax is 2 per cent., otherwise 1 per cent. But this involves an enormous amount of clerical work. "Reports to the Government must show every individual transaction, which involves a tremendous amount of clerical work. Numerous firms are months behind in filing their figures." In amplification of the message further details are given in *The Times* of Thursday, and we quote the following :—

"So far as the general public is concerned the tax—which is popularly referred to in Canada as the 'luxury tax,' although the latter is really a separate and heavier tax on such articles as jewellry—is added to the purchase price of all articles on which it is levied. Stamps to the value of the tax paid are affixed by the retailer to the receipt given by him, and are cancelled by a perforating punch. These punches are given serial numbers, and are issued by the Government on loan. All down the chain from the manufacturer or importer, through the wholesaler or jobber, and the retailer to the general public, the seller is responsible for collecting the tax from the buyer, and must account for each transaction. The various branches of industry and commerce are, in fact, utilized as collectors, and the final yield is handed over by the manufacturer or importer to the revenue officials."

The author of the pamphlet claims that among the many advantages that pertain to a turnover tax are the following :—

"It would be fairly distributed over the mass of the population in proportion to spending capacity and throughout the year so as to be scarcely noticeable.

"It would fall most heavily on the rich and the lavish, and most lightly on thrifty people of modest means.

"It would reach many who should be taxed, but now evade their due proportion.

"It would be easy to collect.

"It would avert the menace of a levy on capital, and be an antidote to nationalisation.

"It would divert free capital now withheld from business investments into productive industry.

"It would not interfere with the legitimate trade profit that should reward enterprise.

"It would stimulate production and, with free competition, tend to lower prices.

"It would be understood by every business man, and easy to provide for."

Res Judicatæ.

Breach of Statutory Trusts.

It sometimes happens, curiously enough, that a statutory provision intended to enlarge and enhance the public benefits in property of a public character does not succeed in full expecting its purpose. An interesting illustration is afforded by *ex parte St. Marylebone Borough Council* (36 T. L. R. 256)E, a case heard in the London Consistory Court. Here there existed in Marylebone parish a closed burial ground. As consecrated ground such a place is under Ecclesiastical authority, and within limits the Consistory Court can by faculty authorize in a proper case the user of a portion not used for burials for some other appropriate use. Now a private Act of 1898 vested this burial ground in the local authority to be maintained by them as an open space under and subject to the Open Spaces Acts 1877 to 1890. Section 5 of the Open Spaces Act of 1881, now repealed and re-enacted in similar terms by sections 10 and 20 of the Open Spaces Act, 1906, declares that the estate acquired in any old burial ground is to be held in trust for the public as an open space. It was desired, in the public interest, to take a portion of the ground for the widening of the highway. But such user, the Court held, was not a form of maintaining the ground "as an open space," and, therefore, was a breach of the statutory trust so to maintain it. Such a breach of a statutory trust the Court could not authorize by faculty.

Election by Signing Final Judgment.

Where a right of action exists against both *A* and *B*, it is, of course, exceedingly important to determine accurately before commencing proceedings, whether the liability of the defendants is alternative or joint, for in the former case judgment against one bars recovery against the other. Sometimes an action against *A* and *B* sued jointly and severally goes to judgment before the position is clearly ascertained; in such case the signing of final judgment against one party in default or otherwise requires careful consideration, as it will amount to an election if the claim should turn out to be alternative only. An interesting illustration of the well-known difficulty and the consequences that may follow from signing final judgment under Order 14 is afforded by *Moore* v. *Flanagan* (1920, 1 K.B., 919). Here a dressmaker and milliner sued a husband and wife jointly for the price of goods supplied to the wife. The Master allowed final judgment to be signed against both, clearly an erroneous order in 99 cases out of a 100 as usually the wife does not pledge her own credit; she is either the husband's agent or not authorised to pledge his credit. In the former case, he, not she, is liable; in the latter case she is liable, not he. Here on appeal the Judge in Chambers held that the husband was liable, not the wife, but that the signing of judgment against the wife was *not* an election to treat her as a principal; therefore he allowed judgment to be signed against the husband and the judgment against the wife to be rescinded. But this view did not commend itself to the Court of Appeal: indeed, it is difficult to see how judgment against the wife could fail to amount to an election to treat her as principal. The Court held that it did, and therefore as the liability was alternative not joint, that the election debarred the plaintiff from recovering from the husband. The moral is that in all such cases, final judgment against a wife should not be asked for except in the alternative.

Accretions from the Sea.

A little known section of the Poor Law Amendment Act, 1868, namely, Section 27, renders "accretions from the sea" rateable to the poor rate. The question as to what is an "accretion from the sea" is not one which often comes up, but in *Barwick* v. *South Eastern and Chatham Railway* (1920, 2 K.B. 387), Mr. Justice DARLING had to consider the point. Here the Dover Harbour Board had statutory powers to reclaim land from the total harbour land adjoining their piers, and in exercise of those statutory powers had, in fact, gained some land surface by erecting strong walls of masonry round a quadrangle of water and filling in the intervening space with chalk. On this a railway station and siding had been erected, and the question was whether they were rateable. It seems rather hard to hold that they are so, and we doubt whether Section 27 had in mind such artificial methods of gaining building surface. On the other hand, such gains clearly create new premises possessed of an annual value, and on general grounds of principle should be rated. Mr. Justice Darling held that the premises were an "accretion from the sea".

Reviews.

Debentures.

COMPANY PRECEDENTS FOR USE IN RELATION TO COMPANIES SUBJECT TO THE COMPANIES ACTS, 1908 TO 1917. Part III: Debentures and Debenture Stock. With Copious Notes. By Sir FRANCIS BEAUFORT PALMER, Bencher of the Inner Temple. Twelfth Edition by ALFRED F. TOPHAM, Barrister-at-Law. Assisted by EVELYN RIVIERE and LIONEL L. COHEN, Barristers-at-Law. Stevens & Sons, Ltd. £1 15s. net.

We are inclined to let the twelfth edition of the late Sir Francis Palmer's work on debentures speak for itself, and confine our reflections to the sentence with which Mr. Topham commences his preface: "The author of

a legal text-book requires an almost impossible combination of virtues, since he should combine a wide practical experience with sufficient leisure for constant and careful revision." That, of course, depends on the nature of the text-book, and in its fullest sense is true only of works, like the present, which are conversant with matters undergoing continual development; and not, perhaps, very true of such a subject as debentures, which has for many years now been fixed as to forms and practice. Debentures, so far as they constitute fixed charges, do not differ in principle from any other mortgage; but they constitute a contributory mortgage, and all that is required is to secure their transferability and the due relations of the holders *inter se*. The special feature of debentures is that they can rank as floating charges, and their nature in this respect was defined by the late Lord MACNAGHTEN in *Government Stock Co.* v. *Manila Rly. Co.* (1897, A. C. 81) and *Illingworth* v. *Houldsworth* (1904, A. C. 355, 358). The principles of debentures and the forms in connection with them have not greatly, if at all, changed of recent years, and we doubt whether the revision of the work involved more than the incorporation of new decisions; though we note that some of the earlier forms are omitted as being no longer of practical utility, and the number of alternative forms has been reduced, care being taken, however, to preserve any special clauses, which are set out separately so as to avoid repetition of the whole form. And, of course, the form of prospectuses has been re-modelled so as to comply with the present statutory requirements. A matter to which the attention of the draftsman may in future very well be directed is the shortening of the common form of debenture trust deed.

But, in fact, a text-book which is well written at the start requires comparatively little revision in subsequent editions. It will have to be written up to keep pace with the current output of the Courts, and occasionally there comes a decision which goes to the root of things and calls for extensive re-casting of the text. More often, the chapters of the author suffer from the iconoclastic attacks of the legislature, and, works that have become classic remain only as a monument of bygone greatness. To cite examples would take us too far afield; but the reader will easily recall works that, however great their merit and however interesting in the history of the law, are for practical purposes obsolete. This is especially so in real property law, and if Lord Birkenhead has his way, the current text-books on the subject will have to be re-written *in toto*. Other books there are with which time and Parliament deal more kindly. They expound principles which judicial decision illustrates but hardly alters, and on which statute law makes little inroad. The late Lord Justice Farwell's book on Powers is a familiar example of this kind. And when Mr. Topham says or implies that, for the efficient perpetuation of a law book, there should be added to the original talent of the author leisure for constant and careful revision, he demands what is by no means essential. The original conception and writing of the book is the main thing. The task of revision is laborious, and requires judgment and experience; but it may well be undertaken by another than the author. However this may be, a work even of such original excellence as Palmer's Debentures attains fresh currency and usefulness in the hands of the present editor and his assistants.

Books of the Week.

Diary.—Sweet & Maxwell's Diary for Lawyers for 1921. Edited by FRANCIS A. STRINGER and PHILIP CLARK, both of the Central Office, Royal Courts of Justice. Sweet & Maxwell Ltd. 6s. net.

Criminal Law.—Notable Trials. Trial of the Wainwrights. Edited by H. B. IRVING, M.A. (Oxon.), with an appreciation of the Editor by Sir EDWARD MARSHALL HALL, K.C. Wm. Hodge & Co. Ltd. 10s. 6d. net.

CASES OF THE WEEK.

House of Lords.

OWNERS OF THE S.S. ALEXANDER SHUKOFF *v.* OWNERS OF THE S.S. GOTHLAND—OWNERS OF THE S.S. LARENBERG *v.* OWNERS OF THE S.S. GOTHLAND. July 15, 16, 19; November 26.

SHIP—COLLISION—DEFENCE OF COMPULSORY PILOTAGE—DUTY OF MASTER AND CREW TO ASSIST PILOT.

Where a ship is under compulsory pilotage, there is a duty upon her master and crew to render every possible assistance to the pilot in the way of look-out and the like, since the master and crew are not mere passengers when a pilot takes over charge. Therefore, where there is a collision, the defence of compulsory pilotage cannot be pleaded unless it is established that the master and crew informed the pilot of circumstances which, whether he had noticed them himself or not, were material for him to know in directing the navigation of the vessel.

Decision of Hill, J., *restored.*

Appeals from orders of the Court of Appeal which in the one case reversed, and in the other varied the judgments of Hill, J. The question involved in each appeal was as to the nature and extent of the duty of a master and crew of a vessel in charge of a compulsory pilot to render assistance to the pilot.

Their Lordships having taken time gave judgment, allowing both appeals and restoring the judgments of Hill, J.

In the first appeal:

Lord BIRKENHEAD, L.C. said that the action was brought by the appellants in respect of a collision in the Thames between the *Alexander Shukoff* and the *Gothland*. Both vessels carried pilots by compulsion of law. Hill, J., held that the *Gothland* was solely to blame and that the defence of compulsory pilotage was not made out. The Court of Appeal, while agreeing that that vessel was solely to blame, held that the defence of compulsory pilotage was made out, and accordingly this appeal had been brought. The collision occurred on the 4th December, 1916, in fine clear weather. The *Alexander Shukoff* had just altered her course slightly in order to pass the *Aberdale* on her port as the latter was making down channel. The *Gothland* was at the time proceeding at full speed in narrow waters among a large number of ships. The pilot was in charge. The master and second officer were on the bridge, the chief officer was on the forecastle head and there was a man in the crow's nest as look-out man. Her pilot stated that he first saw the *Alexander Shukoff* when she was only some two ship's lengths away. No one reported her to him. The master did not see her until they had passed ahead of a ship at anchor, and he said that there were so many ships about that they could not notice any one in particular. The second officer, who was near him, first saw her when she was about a ship's length away. He noticed the *Alexander Shukoff* when she was on their port side, perhaps half a ship's length away, at the moment when they were manœuvring to pass round the stern of the ship at anchor, but he obviously did not think it his duty either to keep a look-out or to report. It did not appear whether the look-out man saw her, but certainly he made no report to anyone. In these circumstances the *Gothland* continuing to go on, the two ships collided at a fine angle, the starboard bow of the *Alexander Shukoff* coming into contact with the port bow of the *Gothland*. Hill, J., held that the *Alexander Shukoff* did nothing wrong, that the *Gothland* was proceeding at a reckless and excessive speed, and did nothing to avoid the collision until it was too late, because no one on board was paying attention to the other vessel. He did not decide whether it was the duty of the master to interfere having regard to the rate of speed which in his Lordship's view made the duty of rendering every possible assistance to the pilot all the greater. That duty, which should have been present to the minds of all the officers, was not discharged at all. The failure to report a ship which was being overtaken, and on a converging course fine on the *Gothland's* bow, left the pilot without proper assistance, and therefore the defence of compulsory pilotage failed. The Court of Appeal reversed that decision. In cases where such a defence was set up there were two factors that must be taken into account. First, that this defence, which was of statutory origin, was part of the settled policy of the country and was not to be narrowed or diminished in force by decisions of the Courts. The second was that this rule, which was intended as a measure of security, did not mean and must not be taken to mean, that a pilot, when once he was in charge of a vessel, was so circumstanced that the master and crew owed him no duty to inform him of circumstances which, whether he had noticed them himself or not, were material for him to know in directing the navigation of the vessel. The master and crew were not mere passengers when a pilot was on board by compulsion of law. The pilot was entitled to their assistance, and to apply the defence of compulsory pilotage in a case where the accident would have been averted if such assistance had been given, though in fact it was not, would defeat the policy which had created the defence, and so far from increasing the safety of navigation would actually increase its risks. Their Lordships had therefore to decide whether the respondents had established that the collision was due solely to the fault of the pilot. In his opinion, they did not discharge that duty, but on the contrary there was neglect on the part of the master and crew of the *Gothland* which could not be shown to be unconnected with the collision.

Lords FINLAY, SHAW OF DUNFERMLINE and MOULTON were also for allowing the appeal.

Lord SUMNER differed. He thought that when the pilot on the *Gothland* saw where the *Alexander Shukoff* was, his subsequent conduct in going on instead of giving way, as he could have done, was the sole cause of the collision. That conclusion made it unnecessary to come to any decision about the alleged default of the *Gothland's* officers and crew in not assisting the pilot by reporting the *Alexander Shukoff* and her change of course when she gave way to a vessel—the *Aberdale*—she was passing.

In the case of the *Larenberg* their Lordships on the facts unanimously held that both vessels were to blame, but that the *Larenberg* could avail herself of the defence of compulsory pilotage, whereas the *Gothland* could not. The result, therefore, was that in both appeals the orders of the Court of Appeal were set aside and the judgments of Hill, J., restored.—COUNSEL for the owners of the S.S. *Alexander Shukoff*, *Lang, K.C.*, and *J. B. Aspinall* and with *Lewis Noad* for the owners of the S.S. *Larenberg*: for the respondents *Butler Aspinall, K.C., Bateson, K.C.* and *D. Stephens, K.C.* SOLICITORS: *Thomas Cooper & Co.; Stokes & Stokes; Pritchard & Sons.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

Court of Appeal.

Re ELLIS' SETTLEMENT: WASBROUGH v. BOYCE. No. 1. 11th and 12th November.

SETTLEMENT—CONSTRUCTION—MARRIAGE—PREVIOUS MARRIAGE OF WIFE—CHILD OF PREVIOUS MARRIAGE—ULTIMATE TRUST FOR NEXT-OF-KIN—"WITHOUT HAVING BEEN MARRIED"—CONTEXT.

In a trust in a marriage settlement for the next-of-kin of a wife "as if she had died without having been married," the words, unless there is a context or there are surrounding circumstances pointing to the view that they refer only to the marriage then contemplated, will be construed in their ordinary sense of "without ever having been married," and a child or children of the earlier marriage will be excluded from taking. The fact that such children are otherwise provided for by their mother is a circumstance to assist such a construction.

Wilson *v.* Atkinson (4 *De G. J. & S.* 455) *does not lay down any general principle that such a clause is not intended to exclude children.*

Appeal by defendants from a decision of Sargant, J., on an originating summons (reported 64 SOLICITORS' JOURNAL, 700). By a settlement of 26th October, 1891, made on the second marriage of Mary Boyce (afterwards Ellis), she covenanted to pay a sum of £12,000 to her trustees to be held upon certain trusts for herself and her husband during their joint lives, and the life of the survivor. Subject thereto the trustees were to hold both capital and income upon the usual trusts for the issue of the marriage, with an ultimate trust in default of children who should attain a vested interest (which event happened) in trust for the wife, if she should survive her husband, but, if the husband should survive her, then "in trust for such person or persons as under the Statutes for the Distribution of the Effects of Intestates, would have become entitled thereto on the decease of the said Mary Boyce had she died possessed thereof intestate and without having been married." On 13th March, 1893, Mrs. Ellis died intestate and without issue of her second marriage. Her husband died on 20th August, 1919. Mrs. Ellis had had one child, by her former husband whom she had divorced, and this child, a son, Charles Louis Boyce, attained 21 in 1908, when he became absolutely entitled to a sum of £5,000 settled by the settlement made upon her first marriage. On the day that she executed her second marriage settlement she also made a voluntary settlement of a further £5,000 upon her son, to be paid to him upon attaining the age of 25 years. Upon a summons taken out to determine whether Charles Boyce was or was not to be included in the next-of-kin of Mrs. Ellis according to the construction of the settlement, Sargant, J., held that in the circumstances the words must be construed in their ordinary and literal meaning and that "without having been married" meant "without ever having been married." The son appealed.

THE COURT dismissed the appeal.

Lord STERNDALE, M.R., after stating the facts, said that *primâ facie* the words meant "without ever having been married," but it was argued that the context shewed that the meaning was "without having been married as now intended." Sargant, J., had reviewed a long series of authorities, and it was necessary to see what they said. *Wilson* v. *Atkinson* (4 De G.J. & S. 455), the earliest, was not immediately applicable because there it was clear that the children were to be included; but some words in the judgments of Knight Bruce and James L.JJ., were said to lay down a principle that the words were intended to exclude a husband, but not to exclude children. The question came on again in *Re Ball's Trust* (11 Ch. D. 270) where Fry, J., said that, but for authority, he would have had considerable difficulty in holding that the child was entitled to the fund; but he thought the case was covered by *Wilson* v. *Atkinson* (*supra*) deciding that under such a limitation a child could claim as next-of-kin of its mother. In *re Mace* (1902, 2 Ch. 112) and in *Stoddart* v. *Savile* (1894, 1 Ch. 480) the Court held that children of the intended marriage were entitled to participate. But in *Emmins* v. *Bradford* (13 Ch. D. 493) Sir George Jessel, M.R., declined to follow those cases, and said that *Wilson* v. *Atkinson* did not lay down any general principle. It was true that in that case the words were "without ever having been married," but he made no distinction between the two phrases. In *re Smith's Settlement* (1903, 1 Ch. 373) the late Master of the Rolls (Sir Charles Swinfen Eady,) discussed all the cases and came to the same conclusion as Jessel, M.R. In *re Brydone's Settlement* (1903, 2 Ch. 84) Kekewich, J., had followed the earlier cases, but the Court of Appeal settled the point that the supposed principle was not to be found in *Wilson* v. *Atkinson*. Therefore, the long line of cases founded upon the supposed rule in *Wilson* v. *Atkinson* was no longer of any authority. In his lordship's view, the Court had to look at the whole document and the surrounding circumstances to see the meaning of the words; and there was no general principle involved, except that the Court must take the words in their ordinary grammatical meaning, unless there was something to shew that they were to be taken in another sense. There was no reference in the settlement to a previous marriage, and the son would, of course, not have been able to share if there had been children of the second marriage; further, a settlement had been made for him independently. It was useless to speculate on what Mrs. Ellis might have said or what she intended. The natural sense of words in a marriage settlement could not be restricted so as to apply to that particular marriage only. He agreed that Sargant, J.'s, decision was right, and the appeal therefore failed.

WARRINGTON and YOUNGER, L.JJ., delivered judgment to the same effect on the general principle, but the latter was inclined to dissent on the construction of the particular settlement. He thought it strange that words in a settlement should bear one construction where the settlor was a spinster, and another where she had been married before. In the case of the spinster there was no real difficulty, but there was no previous authority in which the children of a widow by an earlier marriage had been excluded except by the phrase "without ever having been married."—COUNSEL, *Galbraith, K.C.*, and *Dighton Pollock*; *Grant, K.C.*, and *Harman*; *E. E. Solomon*; *Roope Reeve*; *C. W. Turner*. SOLICITORS, *Stanley & Co.*, for *Stanley, Wasbrough, Doggett & Baker*, Bristol; *Vizard, Oldham, Crowder & Cash*; *Sharpe, Pritchard & Co.*, for *William Walker*, Manchester; *Murr, Rusby & Archer*, for *Sharpe, Darby & Millichip*, West Bromwich; *Field, Roscoe & Co.*, for *Bubb & Co.*, Cheltenham.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

CROCKER v. CROCKER. No. 1. 29th November.

DIVORCE—CONDONATION—WIFE'S ADULTERY—FORGIVENESS IN LETTERS—NO REINSTATEMENT IN FORMER POSITION.

Upon a husband's petition for divorce by reason of his wife's adultery, his forgiveness of his wife upon certain conditions expressed to her in letters, which conditions are accepted by her in a letter, is not sufficient to support a defence of condonation, unless such forgiveness is actually followed by reinstatement of the wife in her former position, so as to resume conjugal cohabitation.

Keats *v.* Keats and Montezuma (1 *Sw. & Tr.* 334) *applied.*

Decision of Sir Henry Duke, P., (64 *Sol. Journ.* 390) *affirmed.*

Appeal, under the Poor Persons Rules by a wife, respondent to a divorce petition, from a decree of dissolution granted by the President of the Divorce Division. The husband was a plumber by trade, and while he was a soldier on active service abroad, his wife committed adultery with a man unknown, and on 6th May, 1918, gave birth to a child of which he could not have been the father. In July, 1918, the wife wrote to her husband expressing her sorrow and remorse for her conduct, and on 11th July the petitioner replied that he had fully considered the matter, and would forgive her on condition that she at once left Bournemouth, where she was living. He added, "I will come to you and forgive everything. I leave this in your hands to settle which way you like." On 14th July the respondent wrote accepting the husband's conditions, but before this letter could reach him, he received further particulars of her misconduct, though not making any fresh charge, from his parents, who had taken his children from their mother, and were supporting them, and he wrote refusing to have anything more to do with her. This letter reached her the day after she had written to him. The respondent had then accepted a situation in domestic service, and a lady had offered that, if she and her husband became reconciled, she would help to get them to make a fresh start in life. The petitioner knew of these facts when he wrote offering to forgive his wife. The respondent set up these facts as a defence of condonation. The President said he felt bound by the decision in *Keats* v. *Keats and Montezuma* (1 Sw. & Tr. 334) to hold that forgiveness was not condonation unless it was followed by reconciliation and reinstatement. The respondent appealed.

THE COURT, without calling on counsel for the petitioner, dismissed the appeal.

Lord STERNDALE, M.R., said that he could not accept the contentions which had been put forward on the part of the appellant. They were in effect very much the same as those which had been made in *Keats* v. *Keats and Montezuma* (*supra*), because it was argued that if there were forgiveness, that was sufficient even if there were no actual reinstatement of the wife. In that case it was the summing up of the judge ordinary to the jury in a divorce suit which was in question. The judge said that he had come to the conclusion that condonation meant "a blotting out of the offence imputed, so as to restore the offending party to the same position he or she occupied before the offence was committed." There was no doubt that the exception taken to the learned judge's direction was taken on the ground that it was wrong in principle apart from the particular facts of that case. The appellant argued that the doctrine was novel to our matrimonial law and inconsistent with the established principles of condonation. But upon that the full Court held that the direction was right. They discussed it and held that in the second part of the proposition, as stated by the learned judge—"so as to restore the wife to her former position"—these were words which were necessary or proper words to express the necessary elements of condonation. Lord Chelmsford said (p. 357): "I am willing to adopt an expression which was happily used by Wightman, J., in the course of the argument, and to say that in my judgment there can be no condonation which is not followed by conjugal cohabitation. This is clearly the opinion of Dr. Lushington in *Campbell* v. *Campbell* (Deane's Ecc. Rep., 288). To say that condonation requires conjugal cohabitation or connubial intercourse leaves the nature of the cohabitation or intercourse to be adapted to the varying conditions and circumstances of the different parties." The Lord Chancellor meant there that he was not adopting a meaning of conjugal cohabitation which necessarily meant sexual intercourse. It must be a resumption of conjugal cohabitation so as to restore the wife to her former position. That decision was given in 1859 and it had never since been questioned, though in more than one case it had been affirmed in the Court of Appeal (*Hall* v. *Hall*, 60 L.J., Prob. 73) and *Bernstein* v. *Bernstein* (1893, P. 292). On what grounds could the Court hold that that decision was wrong, especially as they had been told that there was no case in which a mere condonation in words had been held to be sufficient? In the present case he (his Lordship) hardly took so favourable a view of the respondent's conduct as the learned President had done. The husband had not given any special directions for the stopping of more than the 1s. a day

allotted to his wife out of his pay and the allowance drawn by her for the children, who had been removed by the husband's father. He had said, "If you promise to do what is right, I will forget everything and start a fresh life and hope for the best." It was clear that when he wrote that letter he was willing to forgive his wife and to take charge of her illegitimate child, but the offer was conditional. His wife replied on 14th July accepting the conditions, but before he received her letter, he had heard from his own relations, and he wrote to her, refusing to have anything more to do with her. In his (his Lordship's) opinion those letters did not constitute condonation at all. The petitioner expressed his wish to forgive his wife, subject to a number of conditions which she agreed to accept; but she could not be restored by those letters to the position which she occupied as his wife before, either in respect of the voluntary allowance or of the custody of the children. The learned President was right in saying that on the facts of the case there was no condonation. But it was further said that the letters read together constituted a binding agreement by the husband not to take divorce proceedings. If such an agreement could be made, it was said that it was made there. But here the parties never thought for a moment that they were entering into any agreement, and even if they had done so, there was no consideration moving from the wife for such an agreement. The appeal failed and must be dismissed, but without costs, except such as were applicable to a poor person's case.

WARRINGTON and SCRUTTON, L.JJ. concurred.—COUNSEL, *Humphrey Paul; Latey* and *G. C. Coulton*. SOLICITORS, *Lovell, Son & Pitfield*, for *F. A. Johns*, Bournemouth; *W. Drake*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

ADAMS *v.* LONDON IMPROVED MOTOR COACH BUILDERS, LTD.

No. 2. 6th December.

COSTS—ACTION—RETAINER OF SOLICITORS BY TRADE UNION ON BEHALF OF PLAINTIFF—ACTION BY MEMBER AGAINST EMPLOYERS FOR SALARY—PROVISIONS AS TO COSTS PAYABLE OUT OF UNION FUND—DEFENDANTS' LIABILITY FOR COSTS—ATTORNEYS AND SOLICITORS ACT, 1870 (33 & 34 Vict., c. 28), s. 5.

A member of a trade union sued his employers for salary and obtained judgment. The rules of the union provided for legal aid to members in such actions, and the union instructed their solicitors to act for the plaintiff.

Held, that the plaintiff was entitled to judgment with costs.

Gundry *v.* Sainsbury (1910, 1 *K.B.* 645), *where the solicitor had verbally agreed with his client, the plaintiff, that he, the client, should not pay any solicitor's cost, was distinguishable from the present case, as here the solicitors were entitled to be paid their costs out of the fund contributed to by the plaintiff.*

Decision of Sankey, J. (*reported* 1920, 3 K.B. 82) *affirmed.*

Appeal from a decision of Sankey, J., sitting without a jury. The plaintiff was a member of the National Union of Clerks, a trade union, one of whose objects was to provide legal aid in connection with the employment of their members. He brought an action for wrongful dismissal against his employers and obtained judgment for £94 10s. The defendants' counsel then suggested that the plaintiff was not entitled to costs, apparently on the ground either because by an alleged agreement come to with the solicitors he was not under liability to pay any, or that it could not be proved that he had retained the solicitors who appeared for him. The case was adjourned in order that the position of the plaintiff in relation to his solicitors might be ascertained, evidence was subsequently given to the effect that the plaintiff had duly paid all his contributions to the union and so was entitled, *inter alia*, to legal aid. The usual practice was that when a dispute likely to lead to an action occurred the proposed plaintiff wrote to the general secretary of the union, who instructed a solicitor, in this case a firm of solicitors, to act for the plaintiff. The solicitors' costs were payable out of the union's funds. Although the plaintiff gave no written retainer to them, the solicitors issued a writ on his behalf, took all the necessary steps to bring the action to trial and instructed counsel. The union acted as the plaintiff's agent in retaining and instructing the solicitors, who accepted the retainer on the plaintiff's behalf and were entitled to be paid their costs out of the union's funds contributed to by him. Sankey, J., found that the objection of the defendants was misconceived, and gave judgment for the plaintiff, with costs to be taxed in the usual way. The defendants' appealed from the award as to costs.

BANKES, L.J., in the course of his judgment said that the learned judge had adjourned his decision as to the costs in order that evidence could be given as to the position of the plaintiff to his union, it having been contended by the defendants that he was not entitled to costs on the ground that the present case was indistinguishable from *Gundry* v. *Sainsbury* (*supra*). At the further hearing evidence was given of the practice of the union, and that in the present case, on the plaintiff making his complaint, he was directed to go to the solicitors who, on the instructions of the general secretary, carried on the action from the information given them by the plaintiff. In cross-examination the plaintiff said he gave no retainer to the solicitors and "supposed that he would not be liable to them for any costs," but no evidence was given that there was any arrangement between him and the solicitors that he was not to be liable for their costs. Sankey, J., held that *Gundry* v. *Sainsbury* (*supra*) had no application to the present case and gave judgment for the plaintiff for the costs of the action. The defendants now contended that the plaintiff was not entitled to recover these costs, by reason of the practice which was followed of the union instructing their own solicitors where a member took legal action against a third party, in accordance with the principle that party and party costs were awarded to a plaintiff by way of indemnity, and that the plaintiff here could not claim indemnity because he had not incurred any costs, since the firm acting in the present case were not acting as his solicitors, but were acting as solicitors for the union. It was also contended that, even assuming that the union instructed the solicitors to act for the plaintiff, the solicitors looked to the union and the union only for payment of their costs. Sankey, J., had decided that neither of these contentions were well founded. The conclusion he arrived at was that the solicitors were engaged by the plaintiff to act, and did act, for him. He agreed with that view. The learned judge also found that, upon the facts, there was no arrangement either by the union or by the solicitors or by the plaintiff that the solicitors were not under any circumstances to look to the plaintiff for payment of their costs. Referring to the evidence, it was unfortunate that although certain questions were put to the plaintiff, he was not asked a single question on the important part of the subject, whether he did or did not employ the solicitors. In these circumstances it was impossible to differ from the view expressed on this point by the trial judge. On the other hand, the plaintiff said that he had made up his mind to sue the defendants long before he went to the union's solicitors, while none of the answers given by the plaintiff or the solicitors at the adjourned hearing excluded the liability of the plaintiff to them for costs. Once it was established that the solicitors were acting for the plaintiff to his knowledge and with his consent it would seem that he became liable to them, and his liability was not excluded because the union were also liable. The appeal failed.

ATKIN and YOUNGER, L.JJ., gave judgments to the like effect.

Appeal dismissed with costs.—COUNSEL, *Barrington-Ward, K.C.*, and *David White* for the appellants; *Cyril Atkinson, K.C.*, and *Kyffin* for the respondent. SOLICITORS, *White & Co.; Helliwell, Harby & Evershed.*

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

Re **STAVELEY: DYKE** *v.* **STAVELEY.** Eve, J. 9th November.

PERPETUITY—POWER OF APPOINTMENT IN SETTLEMENT—EXERCISE OF POWER BY WILL—CONDITIONAL GIFT—GIFT OVER—CONDITION VOID.

A testatrix in pursuance of a power in her marriage settlement appointed a fund to her son Charles for life and then to his eldest son, with a gift over in the event of their refusal to comply with a request by her son Arthur to release their interests in certain other property, in which event their interests in the fund were to go over to Arthur absolutely.

Held, that the condition was void as being contrary to the rule against perpetuities.

Stroud *v.* Norman (Kay 313) *distinguished.*

By her will the testatrix, Lady Staveley, who died in June 1918, devised freeholds formerly the property of her father Mr. Minet to her son Arthur Godfrey Staveley in fee simple, and after reciting that under her marriage settlement she had a power of appointment in favour of her children, she appointed £6,053 stock upon trust to pay the income to her second son Charles for life, and after his decease upon trust as to the capital and income for the first son of Charles born in the testatrix's lifetime who should live to attain twenty-one years "provided always that the appointment hereinbefore contained in favour of Charles and any such first son of his is conditional on Charles and his son respectively granting and releasing to Arthur all their respective estates and interests under the will of my father in the freeholds devised to Arthur, and if Charles or his son refuse or neglect for three calendar months after being requested so to do by Arthur to grant and release their respective estates and interests in the hereditaments to Arthur then Charles and his son shall forfeit the right and interest hereby appointed to them respectively in the sum of stock and the trustees shall thereupon hold any rights or interests so forfeited in trust for Arthur absolutely". The testatrix's son Charles had five children. This summons was taken out by the trustees of the settlement and raised the question whether they ought to pay the income of the stock to Charles or whether his right to receive the income was determinable under the proviso to the appointment in the testatrix's will.

EVE, J.: The question I have now to determine is whether the gift over is void as offending the rule against perpetuities. It is an executory limitation to take effect on the happening of an event, the event being the refusal to comply with a request by Arthur Godfrey Staveley for an assignment to him of certain interests. In considering whether the gift over infringes the rule it must be remembered that when a person takes property by virtue of the execution of a special or limited power of appointment, he takes direct under the instrument creating the power, and for the purpose of the rule against perpetuities this conditional limitation must be construed as though it had been inserted in the original settlement. So far as the appointment itself is concerned, no objection can be taken to it; it is one which, if it becomes effective, must take effect within the period prescribed by the rule, the ultimate remainder being to "the first son of my son Charles born in my lifetime who shall attain the age of twenty-one years". The gift over is not so qualified in that it is to take effect if the father Charles or his son "shall refuse or neglect for three calendar months after being requested so to do by the said Arthur Godfrey Staveley to grant and release their respective estates and interests in the said hereditaments". I find it impossible to read into that gift over a condition that the request

must be preferred within twenty-one years of the death of the life in being, that is to say, of the lady into whose marriage settlement I have to read this limitation. It is in my opinion an executory limitation to take effect in an event which may happen at a distance of time exceeding the life in being and twenty-one years thereafter and is consequently void as being contrary to the rule against perpetuities. I do not think that the case of *Stroud* v. *Norman* (*supra*) relied upon by Mr. Sheldon, has any application here. In that case the Vice-Chancellor came to the conclusion that the clause in the appointment made pursuant to the power whereby the executors of the appointee were empowered to require a certain assignment must be read as though contained in the instrument creating the power, and that when so read it was to be construed as subject to the condition that the request should be made at a date not more remote than twenty-one years after the death of the appointor, and on this construction he held that there was no breach of the rule against perpetuities. I cannot apply the same reasoning here, and it follows that the condition which I have determined to be a condition subsequent being void the appointment stands, and I so hold.—COUNSEL, *Bryan Farrer ; Gover, K.C., and Crossman ; Sheldon ; Manning, K.C. ; G. E. Timins ; J. V. Nesbitt.* SOLICITORS, *Dawes & Sons, Capron & Co. ; Rawle, Johnstone & Co. ; Nicholson, Patterson & Freeland.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

In re **SUTTON : BOSCOWAN** *v.* **WYNDHAM.** P. O. Lawrence, J. October 27th and 28th and November 10th.

WILL—SETTLED LEGACY—POWER FOR TRUSTEES WITH CONSENT OF LEGATEE TO REVOKE TRUSTS AND RE-SETTLE—VALIDITY OF INFANT LEGATEE'S CONSENT.

Where a testator shows an intention that a power given to a legatee to consent to a re-settlement by trustees shall be exercised during minority, such power can be effectually exercised by a minor.

In re Cardross (7 *Ch. D.*, 728) *applied.*

Such a power falls within the third head of the classifications of powers in the case of Re D'Angibau (15 *Ch. D.*, 728).

This was a summons to determine whether a certain re-settlement was a valid exercise of a power to re-settle, especially having regard to the fact that the person consenting to such re-settlement was an infant. The testator by his will bequeathed a sum of £50,000 to his trustees upon the usual trusts for his half brother P. A. and his issue, and declared that if the said half brother should have no issue who should attain a vested interest, then the legacy should fall into and form part of his residue, and he empowered his trustees, with the consent of P. A., in contemplation of his marriage, to revoke the said trusts and re-settle the same upon such trusts for the benefit of P. A., his wife and issue as the trustees should deem proper. By a codicil the testator settled another sum of £50,000 upon trust for R. A. in the same manner, except that no part of the capital was to be paid or advanced to or for the benefit of R. A. The testator died in 1918. P. A. and R. A. were both infants at the respective dates of the will and codicil, and in 1920 R. A. married while still an infant. A deed of settlement was executed in contemplation of the marriage, by the trustees with the consent of R. A., in accordance with the terms of the will and codicil, and the property was re-settled upon trusts for the benefit of R. A. her husband and issue. These trusts varied a little from those of the will and in particular in default of issue, there was an ultimate trust in favour of R. A. absolutely.

P. O. LAWRENCE, J., in the course of a considered judgment, after stating the facts, said: Upon the true construction of the will and codicil the testator contemplated that the power should be exercised during the minority of R. A. if the occasion for its exercise should arise. In my judgment, the testator could lawfully confer such a power on R. A. The power is admittedly a power appendant falling under the third head in the classification of powers contained in the judgment of Jessel, M.R., in the case of *In re D'Angibau* (*supra*). The same learned judge had held in the case of *In re Cardross* (*supra*) that such a power can be exercised by a minor where an intention appears that it shall be exercised during minority, and there is no distinction in principle between *In re Cardross* (*supra*) and the present case, although the facts are not identical. With regard to the ultimate trust in the re-settlement in favour of R. A. in default of her issue, I hold this ultimate trust is contrary to the provisions of the codicil and therefore not authorised by the power to re-settle, and the re-settlement must be read and take effect as if that trust had been omitted from it. —COUNSEL, *B. Leverson, Owen Thompson*, K.C., and *J. J. Stirling* ; *Jenkins*, K.C., and *E. W. Lavington.* SOLICITORS, *Clarke, Clarke & Co. ; Corbould Rig'y & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

In re **MEYRICK'S SETTLEMENT: MEYRICK** *v.* **MEYRICK.** Russell, J. 27th October and 16th November.

HUSBAND AND WIFE—SEPARATION—RECONCILIATION—MEANING OF "LEGAL PROCEEDINGS"—MEANING OF "VOID"—CONTEMPLATION OF FUTURE SEPARATION—PUBLIC POLICY.

Where in 1910 *the wife presented a petition for dissolution of her marriage with her husband, and the parties thereupon separated, and in* 1911 *a deed of settlement and family arrangement was entered into, one clause of which provided that, if either party should take legal proceedings for dissolution of the marriage, the trusts of the settlement should be void and the trustees should hold the settlement funds on trust for the wife absolutely,*

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Full information of **Mr. H. HOWARD,** *Secretary,* **14-16, Ludgate Hill, London, E.C.4.** Telephone: 5297 City.

Held, (1) *that the subsequent presentation of a petition by the wife for dissolution of the marriage was a taking of legal proceedings within the clause which terminated the trusts of the settlement forthwith ;* (2) *that the word "void" must not be read only as voidable at the option of the party taking the proceedings ;* (3) *that this clause, occurring in a reconciliation deed between spouses recently separated, was not a deed contemplating a future separation void as against public policy.*

Macmahon *v.* Macmahon (1913, 1 *Ir. R.*, 152) *applied.*

This was an application by originating summons to construe a deed of settlement and family arrangement dated the 23rd of January, 1911. In 1899 parties were married, and in 1910 the wife presented a petition for dissolution of the marriage and the parties separated. In 1911, under the deed of family arrangement, the trust funds, which were entirely provided by the wife, were settled for the benefit of the wife, the husband, and their issue. One clause of this deed provided that, if either the husband or wife should at any time thereafter take any legal proceedings for restitution of conjugal rights or to obtain a divorce or judicial separation, then and in any such case all and singular the trusts, covenants, powers and provisions thereinbefore contained should be void, and the trustees or trustee should thenceforth hold both capital and income of the trust funds in trust for the wife absolutely. Consequent upon the execution of the deed the parties again cohabited, but in 1920 the wife presented a second petition on the grounds of the husband's adultery and cruelty. These proceedings were now pending and the husband was defending them. The wife claimed that the funds now belonged to her absolutely. But the husband contended, first, that the mere presenting of the petition was not a taking of legal proceedings within the meaning of the clause until the proceedings had resulted in a decree. He asked that at any rate the summons should be stayed to await the result of the divorce proceedings. He also contended that the word "void" in this clause must be read as meaning voidable at the option of the party against whom the proceedings were being taken, and that the deed was against public policy as being a deed contemplating a future separation of the spouses.

RUSSELL, J., after stating the facts, said: In my judgment the fund now belongs absolutely to the wife. The presentation of the wife's petition is a taking of legal proceedings to obtain advice within the meaning of the clause. There is no reason why the word "void" should be read as voidable only only at the option of the party against whom the legal proceedings are taken, and where such a clause occurs in a reconciliation deed between spouses already separated, it is not void as contrary to public policy. See *Macmahon* v. *Macmahon* and *Purser* v. *Purser* (1913, 1 Ir.R. 152 and 422) and *New Zealand Supply Co. Ltd.* v. *Société des Ateliers et Chantiers de France* (1919, A.C. 1).—COUNSEL, *Matthew*, K.C., and *R. W. Turnbull ; P. F. S. Stokes ; W. A. Greene ; Eardley-Wilmot.* SOLICITORS, *Le Brasseur & Oakley, Crosse & Sons, Gibson, Usher & Co., Greene & Underhill.*

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

MURRAY *v.* **DALTON.** Divisional Court. 6th December.

ARBITRATION—AWARD—AMBIGUITY OR UNCERTAINTY ON FACE OF AWARD—REMISSION OF AWARD TO ARBITRATOR—JURISDICTION OF HIGH COURT—COUNTY COURT—ARBITRATION ACT, 1889 (52 & 53 Vict. c. 49), ss. 10–24—AGRICULTURE HOLDINGS ACT, 1908 (8 Edw. 7, c. 28), s. 13, s-s. (4)—CORN PRODUCTION ACT, 1917 (7 & 8 Geo. 5, c. 46), s. 9, s-ss. (1) (9), s. 11, (1).

In an arbitration for the purpose of awarding compensation under the Corn Production Act, 1917, *the High Court may remit to the arbitrator an award bad on the face of it for ambiguity or uncertainty, in accordance with the Arbitration Act,* 1889, *although by section* 11, *sub-section* (1), *of the Corn*

Production Act, 1917, it is provided that arbitrations thereunder shall be in accordance with the second schedule of the Agricultural Holdings Act, 1908, which excludes the Arbitration Act, 1889.

Application on behalf of George Frederick Dalton for an order that the award of Arthur Reffell in the reference to arbitration before him under the Corn Production Act, 1917, between James Murray, Chairman of the Surrey Agricultural Executive Committee, on behalf of the Board of Agriculture and Fisheries, and the said George Frederick Dalton, dated 29th March, 1920, might be remitted to the said Arthur Reffell on the ground that the said award was bad on the face of it for ambiguity and uncertainty.

The applicant had claimed from the said executive committee £338 11s. 6d. as compensation for having, in compliance with an order of the committee, ploughed up 31 acres of grass land on his farm and planted thereon a crop first of wheat and then of barley, both of which had been a complete failure. The applicant was dissatisfied with the sum offered as compensation, and the dispute was referred to the arbitrament of the said Arthur Reffell under section 9, sub-section (10), of the Corn Production Act, 1917. The arbitrator awarded the sum of £267 12s. 6d. or an alternative sum of £185 16s. 1d. On the application to remit the award to the arbitrator, on the ground that an ambiguity arose as to which of the two sums the arbitrator intended to award, a preliminary objection was taken that under the Corn Production Act, 1917, the court had no power to entertain the application and remit the award to the arbitrator when it was bad on the face of it for ambiguity or uncertainty. It is wholly with this point that this report is concerned, as it was not contested that in fact there was ambiguity or uncertainty on the face of the award. By section 10 of the Arbitration Act, 1889, sub-section (1): "In all cases of reference to arbitration the court or a judge may from time to time remit the matters referred or any of them to the reconsideration of the arbitrator or umpire." Section 24 of the same Act provides that: "This Act shall apply to every arbitration under any Act passed before or after the commencement of this Act as if the arbitration were pursuant to a submission, except in so far as this Act is inconsistent with the Act regulating the arbitration or with any rules or procedure authorised or recognised by that Act." By the proviso to section 9, sub-section (1), of the Corn Production Act, 1917, provision is made for arbitration; and by sub-section (9) power is given to the arbitrator to award compensation to a person who suffers any loss by reason of the powers conferred by the section. By section 11, sub-section (1), of the same Act arbitrations under the Act are to be before a single arbitrator, under and in accordance with the provisions of the second schedule of the Agricultural Holdings Act, 1908. While the Corn Production Act, 1917, thus incorporates schedule 2 of the Agricultural Holdings Act, 1908, enacting that arbitrations under the Corn Production Act shall be under and in accordance with the schedule of the Agricultural Holdings Act, 1908, it does not incorporate section 13 of the same Act, which, by sub-section (4), excludes the Arbitration Act, 1889. It was therefore contended by the applicant, in answer to the preliminary objection, that section 13, sub-section (4), of the Agricultural Holdings Act excluding the Arbitration Act, 1889, did not apply, and that the High Court had the power to remit the case to the arbitrator for ambiguity or uncertainty on the face of the award. That being so, it was contended by the applicant that the only question was whether the power given by the Arbitration Act to the court or a judge to remit an award was inconsistent with the provisions of schedule 2 of the Agricultural Holdings Act, 1908, and the applicant contended that it was not. No power was delegated by the schedule to the county court to remit an award for ambiguity or uncertainty, and as there was nothing inconsistent with the schedule in remitting the award on this ground, the court could remit the award under the general powers of the Act of 1889.

LUSH, J., said that he had come to the conclusion that the preliminary objection must fail. The second schedule to the Agricultural Holdings Act, 1908, seemed to show an intention of the Legislature to give the county court exclusive jurisdiction over matters relating to an award under that Act. It was urged by counsel for the respondent that the Court must look at section 13 of the Act, and that this section excluded the Arbitration Act, 1889. The second schedule contained a series of provisions as to the way in which the arbitration should take place, and these were different from the Arbitration Act, 1889. For instance, clause 9 enabled the arbitrator to state a special case for the opinion, not of the High Court, but of the county court, and enabled the county court judge to order the arbitrator to state a special case. These and other clauses might be given as examples which showed that the county court and not the High Court had seisin of the matter. That being so, the Arbitration Act, 1889, must, it was argued for the respondent, be wholly excluded according to section 11 of the Corn Production Act, 1917, from arbitrations under that Act, and that the court must look wholly to the second schedule of the Act of 1908. The rejection of the respondent's argument and the adoption of the appellant's would certainly lead to serious anomalies. In the case of the misconduct of an arbitrator who might, for example, have refused to state a case, or made his award so quickly that the party who wished to have the case stated had no opportunity of applying, the county court would be the proper tribunal. In the case of an objection to the award on the ground of uncertainty and being bad on the face of it, the High Court might refer the award. It was a singular consequence of the contention for the appellant that, if there were misconduct on the part of the Arbitrator, the application must be to the county court alone; but for the other grounds remitting for uncertainty or ambiguity on the face of the award, he might come to the High Court, because there was nothing in schedule 2 as to remitting the award. In regard to taxing costs, the registrar of the county court might be called upon to tax the costs of the application in the High Court, if it were held that the High Court had jurisdiction to deal with applications to remit. But the consequences of the respondent's contention would be equally anomalous. No power was given to the county court to remit the award to the arbitrator on the ground of uncertainty, and the consequence would be that no court would have power to remit to remedy the defect. The solution of the difficulty was that there was no inconsistency between the provisions of the Arbitration Act, 1889, and the procedure under the second schedule; and that left the procedure under the Act of 1889 open in such a case as that, there being nothing inconsistent in that Act with the second schedule of the Act of 1908. In his opinion, therefore, the preliminary objection failed.

McCARDIE, J., delivered judgment to the same effect.—COUNSEL, *F. van Den Berg* (with him *H. St. John Raikes*) for the applicant; *Harker* for the respondent. SOLICITORS, *Dalton, Walter, Maskell & Co.* for *Cranfield & Wheeler*, St. Ives, Hunts.

[Reported by G. H. KNOTT, Barrister-at-Law.]

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Probate, Divorce and Admiralty Division.

WILLIAMS *v.* **WILLIAMS.** Sir H. Duke, President. 24th November.

HUSBAND AND WIFE—SUIT FOR RESTITUTION OF CONJUGAL RIGHTS—DEED OF SEPARATION—COVENANT NOT TO SUE FOR RESTITUTION—DEED NOT SET UP BY HUSBAND.

In an undefended suit for restitution of conjugal rights by a wife who had entered into a deed of separation whereby she covenanted not to sue for restitution,

Held that the Court was not at liberty to enforce obligations upon which neither of the parties relied, and it granted the petitioner her decree notwithstanding the covenant in the deed.

Tress *v.* Tress (12 *P. D.* 128) *and* Phillips *v.* Phillips (1917, *P.* 91) *followed.*

Mrs. Mary Williams, of Whitchurch, near Cardiff, prayed for a decree of restitution of conjugal rights against her husband, G. B. Williams. The parties were married on September 28th, 1905. There were two children of the marriage. On November 20th, 1915, her husband left her, and on March 2nd, 1916, a deed of separation was executed. Under that deed the wife was given the custody of the children, and the husband covenanted to pay £180 a year to the trustee by monthly instalments. The deed contained a covenant by the wife not to take any proceedings to compel cohabitation, or to enforce restitution of conjugal rights. The husband did not regularly pay the allowance under the deed, and from time to time the wife sued him and obtained judgment for the arrears. In January, 1920, the wife wrote a letter to the husband inviting him to establish a home for her and the children, and a few days later the husband replied with an explicit refusal. The wife then filed her petition for restitution of conjugal rights. Counsel for the petitioner submitted that the wife was entitled to her decree. The Court was not bound to have regard to the provisions of the deed where the respondent had not appeared and pleaded it as an estoppel: *Tress* v. *Tress* (*supra*) and *Phillips* v. *Phillips* (*supra*). A decision to the contrary, *Kennedy* v. *Kennedy* (1907, P. 49), had not been followed. Moreover, the husband might be regarded as having repudiated the deed by his failure to make the agreed payments.

DUKE, P., in the course of a considered judgment, held that the deed could not be regarded as repudiated. After reviewing the authorities, he said that the deed was a purely personal question between the petitioner and the respondent, and he did not consider himself at liberty to enforce, in the suit for restitution, obligations on which neither of them thought fit to rely. If there should thereafter be proceedings for divorce, the duty of the Court under sections 29, 30 and 31 of the Matrimonial Causes Act, 1857, would arise. The remaining question in the case was as to the sincerity of the petitioner in the request which she made to her husband for a renewal of cohabitation. He believed that she was sincere. Upon establishing her sincerity she was entitled as of right to a decree. He pronounced a decree of restitution of conjugal rights, with costs, to be obeyed within 14 days after service. COUNSEL, *Noel Middleton*. SOLICITORS, *Lawrence Jones & Co.* for *Gilbert Robertson & Co., Cardiff.*

[Reported by C. G. TALBOT FOSBERY, Barrister-at-Law.]

New Statutes.

On 3rd December the Royal Assent was given to
The Places of Worship (Enfranchisement) Act, 1920,
The Unemployment (Relief Works) Act, 1920,
The Shops (Early Closing) Act, 1920,
and to several local Acts.

New Orders, &c.

Orders in Council.

THE MINING INDUSTRY (TRANSFER OF POWERS AND PROPERTY) ORDER, 1920.

Whereas it is provided by Sub-section (1) of Section 2 of the Mining Industry Act, 1920, that there shall as from such date or dates as His Majesty in Council may determine, be transferrred to the Board of Trade all the powers of a Secretary of State under enactments relating to mines and quarries:

And whereas it is further provided by the Sub-section (4) of the said section that His Majesty in Council may by Order make such consequential and supplemental provisions as appear necessary or expedient for the purpose of giving full effect to any transfer of powers or duties by or under the said Act, including provision for the transfer and vesting of any property, rights and liabilites held, enjoyed, or incurred by any Government Department in connection with any powers or duties transferred:

Now, therefore, &c., it is hereby ordered, as follows:—

1. The date as from which the powers of a Secretary of State under enactments relating to mines and quarries are by virtue of Sub-section (1) of the said section to be transferred to the Board of Trade shall be the 6th day of December, 1920.

2. All lands, buildings and other property held, and all rights enjoyed, by a Secretary of State in connection with the powers transferred by Sub-section (1) of the said section shall as from the said 6th day of December, 1920, by virtue of this Order, be transferred to and vest in the Board of Trade, but subject to all liabilities affecting the same.

3. This Order may be cited as the Mining Industry (Transfer of Powers and Property) Order, 1920.

3rd December. [*Gazette*, 3rd December.

AMENDMENTS OF THE ALIENS ORDER, 1920.

[*Recitals.*]

1. The Aliens Order, 1920, shall be amended as follows:—

(*a*) The following sub-section shall be substituted for Sub-section (6) of Article 3—

(6) Without prejudice to any other provision of this article where an alien to whom leave to land has not been granted by an immigration officer is found on shore in the United Kingdom, it shall be lawful for the immigration officer or any constable, notwithstanding any intervening prosecution and imprisonment of the alien, at any time within one month after the arrival of the alien to replace that alien on board the ship in which he arrived in the United Kingdom, or on board any ship belonging to the same owners and bound for the port from which the alien came to the United Kingdom.

(*b*) The following sub-section shall be substituted for Sub-section (6) of Article 7—

(6) This article applies to any premises, whether furnished or unfurnished, where lodging or sleeping accommodation is provided for reward.

(*c*) The following paragraph shall be substituted for the last paragraph of Sub-section (1) of Article 23—

A reference to the Scottish Board of Health shall be substituted for any reference to the Minister of Health, and a reference to Section 16 of the Summary Jurisdiction (Scotland) Act, 1908, shall be substituted for the reference to Section 29 of the Summary Jurisdiction Act, 1879.

(*d*) The following paragraph shall be added at the end of Sub-section (2) of Article 26—

Any permission or direction given, or order or requirement made or other action taken under any Order made under the Aliens Restriction Act, 1914, and no longer in force, shall be deemed to have been given made or taken under the corresponding provision of this Order, and any expulsion order made under the Aliens Act, 1905, and in force at the time of the repeal of that Act, shall have effect as though it were a deportation order made under this Order.

2. This Order shall come into operation forthwith.

3rd December. [*Gazette*, 7th December.

Inland Revenue Order.

REPAYMENT OF INCOME-TAX.

The Commissioners of Inland Revenue give notice that as from December 1, 1920, the office of the Controller of Repayments, Cecil-chambers, 86, Strand, London, W.C.2, will be closed.

On and after that date, all claims for repayment of income-tax (with the exception of those indicated in paragraph 4) should be forwarded—

(*a*) If the claimant has no business or employment to H.M. Inspector of Taxes for the district in which the claimant resides;

(*b*) If the claimant carries on a business or employment, to H.M. Inspector of Taxes for the district in which the claimant's business or employment is carried on;

(*c*) If the claimant has more than one business or employment, to H.M. Inspector of Taxes for the district in which the claimant's principal business or employment is carried on.

The address of the inspector of taxes for a district may be obtained by inquiry of the local collector of taxes.

Claims of the following description should be sent to the Chief Inspector of Taxes (Claims), 49, Wellington-street, London, W.C.2—namely, claims by or on behalf of persons not resident in the United Kingdom, charitable bodies, friendly societies, and similar bodies entitled to claim repayment of income-tax.

Board of Trade Order.

MINING INDUSTRY ACT, 1920.

DIRECTIONS AS TO WAGES IN COAL MINES.

In pursuance of the powers conferred upon them by Section 3, Sub-section 2, of the Mining Industry Act, 1920, and of all other powers in that behalf, the Board of Trade hereby direct as follows:—

On and after the 4th day of November, 1920, until the 2nd day of January, 1921, there shall be paid to all classes of colliery workers employed in coal mines or at the pit heads of coal mines, whose wages have hitherto been regulated by the movements of wages in the Coal Mining Industry, the following increases upon and additions to the total wages otherwise payable to them as colliery workers, that is to say:—

For each shift or day, and proportionately for parts of shifts or days, worked or regarded as having been worked for the purpose of calculating such wages,

2s. for workers aged 18 and upwards,
1s. for workers aged 16 or 17 years,
9d. for workers aged less than 16 years.

W. C. BRIDGEMAN,
Secretary for Mines.

29th November. [*Gazette*, 7th December.

Central Control Board (Liquor Traffic) Order.

GENERAL ORDER OF THE CENTRAL CONTROL BOARD (LIQUOR TRAFFIC) REGULATING THE SALE AND SUPPLY OF INTOXICATING LIQUOR ON CHRISTMAS DAY AND AUTHORIZING THE GRANT OF SPECIAL EXEMPTIONS ON NEW YEAR'S EVE IN ENGLAND AND WALES.

We the Central Control Board (Liquor Traffic) in pursuance of the powers conferred upon us by the Acts and Regulations relating to the Defence of the Realm hereby make the following General Order:—

W. WHITELEY, LTD.

AUCTIONEERS,
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1. *Areas to which the Order applies.*—This Order applies to all areas or part of areas situate in England or Wales to which the Defence of the Realm (Liquor Control) Regulations, 1915, have been applied.

2. *Hours during which Intoxicating Liquor may be Sold on Christmas Day.*—The hours during which intoxicating liquor may (subject to the provisions of Article 3 hereof) be sold and supplied on Christmas Day in licensed premises and clubs whether for consumption on or off the premises shall be as follows:—

(*a*) In the Welsh Area and the West Gloucestershire Area, the hours between 12.30 p.m. and 2.30 p.m. and between 7 p.m. and 10 p.m. for consumption on the premises, and the hours between 12.30 p.m. and 2.30 p.m. and between 7 p.m. and 9 p.m. for consumption off the premises.

(*b*) In each of the other areas, the hours during which by the provisions of Article 2 of the Orders of the Board for the said areas such sale or supply for consumption on or off the premises is permitted on Sundays.

And Article 2 of each of the said Orders of the Board shall be read as if the provisions of this Article were inserted therein.

3. *Sale of Spirits for Consumption Off the Premises Prohibited.*—No spirits to be consumed off the premises shall be sold or supplied in any licensed premises or club or be dispatched or taken therefrom on Christmas Day, and Article 3 of each of the said Orders shall be read as if the provisions of this Article were inserted therein.

4. *Grant of Special Exemptions on New Year's Eve.*—Notwithstanding anything contained in Article 2 of the Orders of the Board now in force in the said Areas, it shall be lawful to sell and supply intoxicating liquor for consumption on the premises and to consume intoxicating liquor thereon during any specified hours between the hours of 10 p.m. on 31st December, 1920, and 12.30 a.m. on 1st January, 1921, under an order or licence granted in pursuance of Section 57 or Section 64 of the Licensing (Consolidation) Act, 1910.

Given under the Seal of the Central Control Board (Liquor Traffic) this 1st day of December, 1920.

JOHN PEDDER,
Member of the Board.
R. S. MEIKLEJOHN,
Member of the Board.

[*Gazette*, 3rd December.

Food Control Orders.

THE APPLES (PRICES) ORDER, 1920.

1. *Interpretation.*—For the purposes of this Order:—

The expression "home-grown apples" means apples grown in the United Kingdom.

The expression "imported apples" means apples imported into the United Kingdom.

The expression "first owner" means in the case of home-grown apples, the grower or the seller upon the occasion of the first sale thereof after severance from the tree; and in the case of imported apples, the importer or person acting on his behalf.

The expression "importer" includes the person sighting the shipper's draft, but this shall not be construed as limiting the general interpretation of that expression.

The expression "registered broker" means a person who is for the time being registered as a broker of imported apples under the provisions of this Order.

2. *Sales by weight.*—Except where apples are sold in such packages as are specifically mentioned in the Schedule to this Order and except as provided in Clause 10 (*c*) of this Order, apples shall not be sold or bought otherwise than by weight.

3. *Maximum prices not to be exceeded.*—A person shall not sell or offer or expose for sale or buy or offer to buy any apples at prices exceeding the maximum prices for the time being applicable under this Order.

4. *First owner's price for home grown apples.*—(*a*) Until further notice, on the occasion of a sale of home-grown apples by the first owner (not being a sale by retail) the maximum price shall be a price at the rate applicable under Part I of the Schedule to this Order; provided that if a commission agent is employed by the first owner in the sale of the apples such rate shall be increased by the actual commission paid, such commission not to exceed 10 per cent.

* * *

5. *Registration of Brokers.*—(*a*) The Food Controller may on the application of any person who has been carrying on business as a broker of imported apples or any other person grant to such person a certificate of registration as a registered broker of imported apples.

* * *

6. *Imported apples to be sold through brokers and classified by them.*

7. *First owner's price for imported apples.*

8. *Maximum prices on wholesale sales by persons other than the first owner.*

9. *Terms of payment.*—All the foregoing maximum prices are fixed on the basis that payment is to be net cash within seven days of delivery and that moneys then unpaid shall carry interest at a rate not exceeding 5 per cent. per annum or Bank Rate, whichever shall be the higher.

10. *Retail Prices.*—(*a*) Until further notice on the occasion of a sale by retail of any apples the maximum price shall be a price at the rate applicable under Part III of the Schedule to this Order.

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G. H. MAYNE, *Secretary.*

11. *Variation of prices by Notice.*—The Food Controller may from time to time by notice under this Order vary the prices mentioned in the Schedule to this Order.

12. *Prices to be exhibited.*—Every person selling apples by retail shall keep prominently displayed in his premises (or in the case of sales from a cart, stall, or barrow, on the cart, stall or barrow) in a conspicuous position so as to be easily readable by his customers throughout the whole time during which apples are being sold or exposed for sale a notice showing in plain words or figures the maximum retail price per lb. of apples for the time being in force under this Order.

13. *Invoices.*—Upon any sale of apples by or through the agency of a first owner, registered broker or other person selling apples by wholesale, the seller shall deliver to the buyer an invoice showing the price paid by him for the apples, and where the price includes any sum added by virtue of Clause 4 or 7 of this Order, such sum shall be shown on the invoice as a separate item.

14. *Artificial transactions.*—A person shall not, in connection with the sale or disposal or proposed sale or disposal of any apples, enter or offer to enter into any fictitious or artificial transaction or make or demand any unreasonable charge.

15. *Exceptions.*—This Order shall not apply to:—

(*a*) The sale or purchase of canned, bottled or preserved apples.

(*b*) The sale of apples by a caterer for consumption as part of any meal provided by him in the ordinary course of his business as a caterer.

16. *Penalty.*—Infringements of this Order are summary offences under the Ministry of Food (Continuance) Act, 1920.

17. *Revocation. S.R. & O.*, 1918, *No.* 1591 *and* 1919, *No.* 199.—The Apples (Prices) Order, 1918, as amended, is hereby revoked as on the 15th November, 1920, but without prejudice to any proceedings in respect of any contravention thereof.

18. *Title and commencement.*—(*a*) This Order may be cited as the Apples (Prices) Order, 1920.

(*b*) This Order shall come into force on the 15th November, 1920.

11th November.

THE SCHEDULE.

PART I.

HOME-GROWN APPLES, FIRST OWNER'S PRICE.

Maximum Price at the rate of 63s. per cwt.

PART II.

IMPORTED APPLES. FIRST OWNER'S PRICES.

When sold in packages.	Maximum price per package for Apples classified as—		
	Tight or sound.	Slack.	Wasty.
1. Canadian and United States Apples sold in barrels, containing not less than 120 lbs.	68 0	64 0	53 0
2. Canadian, United States and Australasian Apples sold in cases containing not less than 37 lbs.	21 6	20 3	17 0
3. Canadian, United States and Australasian Apples sold in cases containing not less than 40 lbs.	23 6	22 2	18 6
4. Any variety of Imported Apples sold otherwise than in the packages mentioned above.	Maximum price at the rate of 60s. per cwt.		

PART III.

HOME-GROWN OR IMPORTED APPLES, RETAIL PRICE.

Maximum Price at the rate of 10d. per lb.

ORDER AMENDING THE POTATOES ORDER, 1919.

In exercise of the powers conferred upon him by the Ministry of Food (Continuance) Act, 1920, and of all other powers enabling him in that behalf, the Food Controller hereby orders that the Potatoes Order, 1919, as amended S.R. & O., 1919, Nos. 1706 and 1908 (hereinafter called the Principal Order) shall be further amended as follows:—

1. Clause 1 of the Principal Order shall be deleted and the following clause shall be substituted therefor:—

"1. Every person using potatoes for any manufacturing purpose shall make such returns in respect of potatoes so used as may from time to time be required by or under the authority of the Food Controller."

2. Copies of the Principal Order hereafter to be printed under the authority of His Majesty's Stationery Office shall be printed with the amendment provided for by this Order, and the Principal Order shall on and after the 29th November, 1920, be read and take effect as hereby amended.

25th November.

Societies.

Law Association.

The usual monthly meeting of the directors was held at The Law Society's Hall, on Friday, the 3rd inst., Mr. P. E. Marshall in the chair. The other directors present were Mr. T. H. Gardiner (treasurer), Mr. A. E. Pridham, Mr. W. M. Woodhouse, and the Secretary, Mr. E. E. Barron.

Grants amounting to £145 were made to deserving applicants, and the Board approved of the expenditure of a further sum of £140 in special Christmas gifts to the pensioners. Two new members were elected and other general business transacted.

The Incorporated Law Society of Liverpool.

The following are extracts from the Report of the Committee for the past year:—

The Committee present the Ninety-third Report of the proceedings of the Society.

Meetings—During the year there have been three General Meetings of the Society, 15 meetings of the Committee and 40 meetings of the various sub-Committees.

Committee—The Committee invited the general assistance throughout the year of Mr. E. R. Pickmere, Town Clerk of Liverpool, Mr. F. Russell Roberts, Mr. E. D. Symond, Official Receiver in Bankruptcy, and Mr. W. C. Thorne, Solicitor to the Mersey Docks and Harbour Board.

Mr. James Calder, having retired from practice, resigned his seat on the Committee during the year.

The retiring members of the Committee are: Messrs. W. H. T. Brown, H. J. Davis, E. C. Edgecombe, C. L. Mather, G. A. Solly, R. G. Teebay, Hadden Todd and F. J. Weld, of whom the Committee nominate Messrs. W. H. T. Brown, G. A. Solly, Hadden Todd and F. J. Weld as eligible for re-election at the General Meeting under Article 49.

Assistant Secretary.—In January last, Mr. R. T. Pickering tendered his resignation as Assistant Secretary and Librarian, owing to ill-health. The Committee, in accepting his resignation, passed a resolution placing on record their appreciation of the zealous and efficient services rendered by Mr. Pickering during his 26 years with the Society and a sum of £50 was presented to him in recognition of his valuable work and as a token of esteem. Mr. Geo. A. Richards, who has been in the service of the Society for the past 13 years (including 4½ years with His Majesty's Forces) was appointed Assistant Secretary and Librarian.

Members.—The Society now consists of 411 members. The number of Barristers and others, not being members, who subscribe to the Library, is 52.

The congratulations of the Committee were conveyed to the following members on the respective honours conferred, viz.:—

Mr. J. J. Cockshott, Southport (O.B.E.);
" Ernest Hadfield, Southport (O.B.E.);
" A. F. Moore, Birkenhead (M.B.E.);
" Walter Peel, District Registrar (O.B.E.);
" W. H. Tyrer, Town Clerk of Wigan (O.B.E.).

Obituary.—The Committee regret to record the deaths of the following members of the Society during the past year: Messrs. J. F. Ashby, J. D. Banks, Josiah Dean, J. H. Glover, Thomas Luya, B. H. Newman, Robert Norris and W. T. Rogers. Mr. Robert Norris had been a member of the Society since 1878 and served on the Committee for nine years. He occupied the office of President during the year 1911-12. Mr. W. T. Rogers had been a member of the Society since 1881 and served on the Committee for twelve years. He was Joint Hon. Secretary of the Society from 1882 to 1891.

The Law Society—Compulsory Membership.—The Committee passed a resolution congratulating Mr. C. H. Morton on his election to the high office of President of The Law Society.

The Council of The Law Society referred to this Society a report of a Committee in favour of compulsory membership of The Law Society by all solicitors. Your Committee considered the report, but before expressing any opinion decided to submit the report to a meeting of the Associated Provincial Law Societies with a view to obtaining a concensus of opinion, amongst other things, as to the effect (if any) which compulsory membership would have on membership of provincial societies. The matter will be discussed at the next meeting of the Associated Provincial Law Societies.

Solicitors' Remuneration. Charges under Schedule 2 of the Solicitors' Remuneration Act, 1881, and in Proceedings before the Courts.—Following upon the negotiations as set out in the Committee's last Annual Report, the Lord Chancellor intimated his readiness to concur in an Order increasing charges under Schedule 2 by 33⅓ per cent., and an Order was accordingly issued authorising such increase. A similar increase was subsequently adopted by the Supreme Court Rule Committee regarding charges in the High Court, and also in due course in the various other Courts, including the Chancery of the County Palatine of Lancaster and the Liverpool Court of Passage.

Lump-Sum Charges.—A draft of an Order with regard to lump-sum charges as prepared by the Council of The Law Society and submitted to the Lord Chancellor was considered by the Committee. They were unanimously of opinion that the wording was unsatisfactory, and they therefore re-drafted and forwarded the Order to the Council for submission to the Lord Chancellor. Subsequently, a meeting of the Solicitors' Remuneration Act Rule-Making Authority was convened, at which your President, who is a member of the Committee, was present.

It was agreed that the object of the Order was the sanctioning of the practice of rendering a bill of costs in the form of a lump-sum fee without detailed items; it was further agreed that in the fixing of such a fee the solicitor was entitled to take into account the considerations set forth in section 4 of the Act of 1881: the point in doubt was as to the practice to be followed if the fee fixed by the solicitor were challenged by the client. Your Committee were of opinion that the Order should in that event provide for the submission to the Taxing Officer of a statement showing in detail the work done, and that on such statement the fee should be fixed with regard to section 4 of the Act. The alternative provided by the Order as

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drafted was that not only a statement of the work done, but also detailed charges in respect of such work, should be placed before the Taxing Officer to be dealt with by him having regard to the terms of the section. The Rule-Making Authority decided in favour of the alternative, but the Lord Chancellor stated that the form of Order would be reconsidered if in practice it were found that its main object were not attained, namely, sanctioning the charging of a fixed fee based on the considerations set forth in section 4 of the Act of 1881.

Allowances to Witnesses and Costs in Criminal Prosecutions.—The attention of the Committee was drawn to the inadequacy of allowances made to professional witnesses and to the scale of costs allowed in criminal prosecutions. The Committee were of opinion that the scale of allowances to witnesses (Order of Secretary of State, June, 1904) was inadequate and should be revised, and that the remuneration allowed for conducting criminal prosecutions was also inadequate for the work involved. They were further of opinion that the present system by which allowances are left to the discretion of an officer of the particular Court in question, resulting in a diversity in practice on the different Circuits, should be abolished and an adequate scale should be framed, which could be universally adopted. Representations were made to the Home Office to this effect, and an Order, dated 1st March, 1920, was subsequently issued by His Majesty's Secretary of State increasing the allowances to witnesses in criminal prosecutions by 100 per cent. and the limits to the travelling allowances by 50 per cent. as from 25th March, 1920. A circular letter, dated 6th April, 1920, was also issued to Clerks of the Peace of the various Courts authorising an increase of 33⅓ per cent. on the scales of costs at present in force for conducting criminal prosecutions.

Law of Property Bill.—The above Bill, introduced into the House of Lords on the 19th February, 1920, by the Lord Chancellor, was considered by the Committee. The Bill embodied proposals of the greatest importance for the simplification of the Law of Conveyancing, and the assimilation, as far as possible, of the Law of Realty and Personalty; amendments for which the profession had asked for years. It is the complexity of the laws relating to Realty and not the method of transfer which is the cause of delay and expense in dealing with land, and it is only by sweeping away this complexity and not by the compulsory establishment of the registration of titles that the nation can benefit. Compulsory registration must bring with it the growth of officialdom, the establishment of costly Government offices, additional expense and needless delays. If the laws be wisely amended, the transfer of land will become a simple and concise process. For these reasons the Committee, whilst assisting in every way in its power to make the main provisions of the Bill of real value, were strongly opposed to any extension of the system of compulsory registration of title to the provinces. To this end they communicated with Members of Parliament, urging their support of the deletion of clause 170 (now 177), sub-clause (4), which gives power to the Government to dispense with the initiative of a County Council before enforcing the system in a particular county. It is significant to note that during the past twenty-three years no County Council has ever taken advantage of the option (conferred by the Land Transfer Act, 1897) to apply for the introduction of the system (which, by an Order in Council under the Act was forced on the London area), thus clearly indicating that there is no demand for compulsory registration of title in the provinces. The Bill seeks to empower the Government to hold an enquiry by a Government official regarding the desirability or otherwise of such extension, and as the result of such enquiry to establish, after a certain period, the system in the county concerned.

In view of the importance of the reforms proposed, small Special sub-Committees were appointed to deal separately with each part of the Bill. The sub-Committees gave careful consideration to their respective portions of the Bill and placed their comments and criticisms before the Conveyancing sub-Committee, who approved and adopted them as their report. This report was adopted by the full Committee on the 4th May, 1920, and was submitted to the Parliamentary Draughtsman (Mr. Cherry), who dealt with each criticism individually and adopted many of the suggestions made. Copies of the report and of Mr. Cherry's replies can be seen at the Society's office on application.

The constitution of the sub-Committees was as follows: Part I. Messrs. Finlay Dun (Chairman), G. W. Allen, E. W. Bird, J. L. Williams. Part II. Messrs. B. Arkle (Chairman), C. H. Morton, H. Todd, F. J. Weld. Part III. Messrs. E. L. Billson (Chairman), E. V. Crooks, J. P. McKenna, T. Sproat. Part IV. Messrs. W. E. Taylor (Chairman), E. V. Crooks, Finlay Dun, F. C. Gregory, R. G. Teebay. Parts V, VI, VII. Messrs. C. H. Morton, F. J. Weld. Parts VIII and IX. Messrs. G. W. Allen (Chairman), E. W. Bird, E. C. Edgecombe, F. C. Gregory, C. L. Mather. Parts X and XI, The Officers. The Hon. Secretary and Mr. W. H. T. Brown (Hon. Secretary of A.P.L.S.) were (*ex-officio*) on all of the sub-Committees.

The Bill is still before Parliament. The House of Lords in Committee has deleted Part I of the Bill (containing the principal alterations in the Law of Conveyancing), but it is believed that the Lord Chancellor will take an early opportunity of restoring it before the Bill reaches the Commons.

[*To be continued.*]

Divorce Law Reform.

A large and influential deputation, says *The Times*, waited on the Home Secretary at the Home Office last Saturday to present a petition praying the Government to carry into effect the recommendations of the Majority Report of the Royal Commission on Marriage and Divorce. The deputation was organized by the Divorce Law Reform Union, and among those present were:—

Mr. Silas K. Hocking, the chairman, members of the Committee, Lord Abercorway, Mrs. R. Bentinck, Lady Willoughby de Broke, Lady Castleton, Mr. Cecil Chapman, Sir Clifford J. Cory, Sir Arthur Conan Doyle, Sir Frederick Pollock, Mr. Leslie Scott, M.P., and Sir Albert Spicer.

Replying to the deputation, the Home Secretary said the real point to be considered was whether anything could be done immediately. Arguments were not necessary, as he was in charge of the Bill introduced by the Divorce Law Reform Union into the House of Commons in 1913 after his friend, Sir Frederick Low, was appointed to the Bench. The Bill had no better friend than the Lord Chancellor, but the Cabinet as a whole must accept the Bill before it could become a Government measure. Assuming that the Cabinet did accept it, it would be difficult to give it precedence. It would be idle to pretend that it was non-contentious. There was no hope of introducing it this session. He hoped, however, that the Lord Chancellor and he might finally persuade the Government to make it a Government measure, and perhaps other parties in other respects opposed to the Government might assist its progress.

For the manslaughter of Edward Orange, an Aldershot chemist, Cecil Horace Edwin Hooper, a young military motor driver, was sentenced to six months' imprisonment in the second division, at the Surrey Assizes on Wednesday. Orange was cycling along the Hog's Back, near Guildford, when Hooper, driving a motor ambulance, knocked him down. A witness estimated Hooper's speed at from 40 to 45 miles an hour. Mr. Justice Avory, in passing sentence, said this kind of reckless driving could not be allowed to continue. It was the third or fourth case he had tried during this assize, and although he said nothing of the verdicts of the others he was quite satisfied with this one.

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"Unjustifiable delay" in Prosecution.

At Old-street Police Court on 2nd December, says *The Times*, Alice Louisa Taylor, of Liverpool-road, Islington, was summoned for wilfully giving false information to a registrar on 13th May concerning the birth of her female child. Mr. Frederick Levy (for the Director of Public Prosecutions) said that the defendant registered the child as Doris Ivy Prosser, and gave the name of the father as Philip Claud Prosser. A Mrs. Prosser lived in the same house as the defendant, who admitted that she had taken her marriage lines. On 12th July a representative of the King's Proctor called at Liverpool-road to make inquiries about a Mr. Reeve, who had obtained a decree against his wife. The defendant said to this man that Mr. Reeve was the father of the child. In reply to the Magistrate (Mr. Wilberforce), who commented on the delay in taking the proceedings, counsel said that the case only reached the Director of Public Prosecutions on 22nd October. The Magistrate, in committing the defendant for trial at the Central Criminal Court, said: I desire to call the attention of the Court to the fact that this charge would have been triable summarily and would, so far as I am concerned, have been tried summarily, but for the fact that the prosecution was not instituted within six months from the alleged commission of the offence. All the relevant facts had been ascertained on 7th July, and the summons was not taken out until 25th November. This unjustifiable delay appears to me to have involved hardship on the defendant and a large increase of expense on the public. The defendant was allowed bail.

Law Students' Journal.

The Birmingham Law Students' Society.

There was a distinguished gathering at the Annual Dinner of the Birmingham Law Students' Society, held at the Queen's Hotel on December 3rd.

Sir Henry A. McCardie, the President, was in the chair, and amongst others present were Sir Sidney Rowlatt, the Lord Mayor, the Lord Bishop of Birmingham, Archbishop Macintyre and Mr. Hugo Young, K.C. Sir Edward Marshall Hall, K.C., was unfortunately detained at Maidstone Assizes.

The PRESIDENT, in the course of his address, reminded the company that he was in his own city, and he was President of the Society of which he was once a student and member. Recalling some of his early experiences, he remarked that Birmingham was a great city for a general knowledge of the law. Remarking upon the change of the administration of criminal law, and the leniency given to first offenders, the President said it was right to give such offenders a second chance. Many a man had been saved to useful society by the exercise of leniency. Then followed the significant passage: "But I am under no illusion. Society changes suddenly sometimes for the time being. Public convulsions may arise. National peril may become acute, and I am then no believer in lenient sentences. I believe it may become essential that the criminal law in time of peril should be asserted with iron firmness and unswerving alacrity, because there can be no civilization without order, and there can be no order without the rigorous enforcement of the law".

Amongst the toasts proposed were the following: "The Birmingham Law Students' Society" proposed by the President and responded to by Mr. H. R. Bettinson; "the City" proposed by Mr. J. G. Hurst, K.C., and responded to by the Lord Mayor; "the Bench and the Bar" proposed by the Lord Bishop of Birmingham and responded to by Sir Sidney Rowlatt and Mr. Hugo Young, K.C.

Law Students Debating Society.

At a meeting of the Society, held at The Law Society's Hall, on Tuesday, 23rd day of November, 1920 (Chairman, Mr. Peter Anderson), the subject for debate was: "That the case of *Ritter* v. *Godfrey* (1920, 2 K.B. 47) was wrongly decided." Mr. P. Quass opened in the affirmative. Mr. R. A. Beck seconded in the affirmative. Mr. P. S. Pitt opened in the negative. Mr. H. E. Crane seconded in the negative. The following members also spoke: Messrs. W. S. Jones, A. C. Dowding and W. M. Pleadwell. The opener having replied, the motion was lost by one vote. There were twenty-five members and three visitors present.

Obituary.

Mr. Francis Ince.

We much regret to announce the death of Mr. FRANCIS INCE which occurred on the 30th ult., at Jarvis Brook, Sussex. Mr. INCE was well known in City circles as a legal authority on shipping and commercal matters, and was for many years the senior partner in the firm of Ince, Colt & Co., from which firm he retired in 1913, after having been connected with that firm for close on fifty years. Mr. Ince was also well known in matters connected with electric lighting and power, having been associated for many years with the late Earl of Crawford and Balcarres, and the late Lord Wantage and others. He was also chairman of the Electrical Standardizing Testing and Training Institution at Faraday House, which has been responsible for the technical training of so many electrical engineers.

THE NEW POOR.

The hardest hit class are the people whose income is derived solely from Investment. What meant comfort in pre-war days now means a struggle to make ends meet.

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The Provost-Marshal attended on Wednesday, says *The Times*, at Mountjoy Prison, Dublin, and promulgated sentence on Messrs. Martin Fitzgerald and Hamilton Edwards, directors, and the *Freeman's Journal*, Limited, in the first of the court-martial charges against them. The sentence was six months' imprisonment for each of the directors and a fine of £500 upon the *Freeman's Journal*. The conviction was made under the Restoration of Order in Ireland Act for publishing a statement to the effect that it was the general belief in the town that two of the R.I.C. shot at Tullow were victims of Black and Tans. Mr. Patrick Hooper, editor of the *Freeman's Journal*, was in Canada at the time of the publication, and was acquitted. He was, however, associated with the two directors in a second charge, in which the sentence has not yet been promulgated, in connection with the alleged flogging of a young man named Quirke at Portobello Barracks, Dublin. Mr. Hooper, with the two directors, was arrested and put into Mountjoy Prison at the close of the court-martial.

The Times correspondent at New York in a message dated 6th December, says: Dr. R. L. Maxwell, of Little Rock, Arkansas, although he has had only two wives, has married four times. He accomplished this feat by a novel system of divorce and re-marriage. The first wife became the third, after he had once divorced her, married a second wife, and divorced the latter lady as well. Yesterday, having divorced the third wife, he took a fourth by re-marrying his second.

Legal News.

Dissolution.

JOHN GERARD COBB, THOMAS HUGH COBB, HALSEY JANSON, EUSTACE HEYWOOD BARCHARD, and HAROLD FELLOWS PEARSON, Solicitors, at 22, College-hill, in the City of London, "Janson, Cobb, Pearson & Co.", 30th day of November, 1920; so far as regards the said Eustace Heywood Barchard, who retires from the said firm. Such business will be carried on in the future by the said John Gerard Cobb, Thomas Hugh Cobb, Halsey Janson and Harold Fellows Pearson, in partnership, under the existing style or name, in conjunction with Mr. Harold Nevil Smart, C.M.G., O.B.E., whom they have taken into partnership as from such date.

[*Gazette*, December 3.

Appointments.

Sir ALFRED HOPKINSON, K.C., has been elected treasurer of Lincoln's Inn for the ensuing year.

Mr. HUGO J. YOUNG, K.C., has been appointed to be Recorder of Nottingham, as from 10th January next, in the place of Sir W. Ryland Adkins, K.C., M.P., who has been appointed Recorder of Birmingham.

Our notice of last week, the honour conferred on Mr. WILFRED MOSS, should have read "M.B.E." and not O.B.E.

The Lord Chancellor has appointed Mr. CHARLES RANDAL BRADBURNE to be the Official Solicitor to the Supreme Court, in the place of the late Mr. A. Rhys Roberts.

General.

At Westminster County Court on Wednesday an application was made on behalf of two absent counsel that a case in the list should be adjourned. The parties and solicitors, it was stated, were not present, and the latter had written to the Registrar agreeing to an adjournment. Judge Tobin: What right have the solicitors to write like that? The case is fixed and will be heard when called on. There is too much of this going behind the back of the Court, and counsel cause great disturbance of the business. If they cannot attend, they should hand over the case to other counsel. It would give the younger men an opportunity to show their ability. It would seem as if counsel evidently do not want an opportunity given to their younger brethren. I cannot be treated with discourtesy in this way. I will allow the case to stand over for only three hours.

At the Southwark Diocesan Conference last week the Bishop of Southwark, in his presidential address, criticised severely the sale of advowsons in the open market. "Such practice," said the Bishop, "the Church should not tolerate. The other day a large parish was advertised in *The Times* for sale. It has a population of 25,000, and it has been underworked and understaffed for years and has been described as being in a condition of spiritual destitution. I have, therefore, written to the patron and informed him that I regard this sale as a scandal to the Church of God. I have also told him I should refuse to institute if the purchaser presents himself or any of his relations, and I should refuse to institute if I am not satisfied that the person presented is equal to the exceptional spiritual and intellectual demands made by this large and difficult parish. I am confident the diocese will support me."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Sargant.
Monday Dec. 13	Mr. Leach	Mr. Bloxam	Mr. Synge	Mr. Jolly
Tuesday 14	Goldschmidt	Synge	Jolly	Church
Wednesday ... 15	Borrer	Jolly	Church	Leach
Thursday 16	Bloxam	Church	Leach	Goldschmidt
Friday 17	Synge	Leach	Goldschmidt	Borrer
Saturday 18	Jolly	Goldschmidt	Borrer	Bloxam

Date.	Mr. Justice Astbury.	Mr. Justice Peterson.	Mr. Justice P. O. Lawrence.	Mr. Justice Russel.
Monday Dec. 13	Mr. Church	Mr. Leach	Mr. Goldschmidt	Mr. Borrer
Tuesday 14	Leach	Goldschmidt	Borrer	Bloxam
Wednesday ... 15	Goldschmidt	Borrer	Bloxam	Synge
Thursday 16	Borrer	Bloxam	Synge	Jolly
Friday 17	Bloxam	Synge	Jolly	Church
Saturday 18	Synge	Jolly	Church	Leach

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM, STORR & SONS (LIMITED)**, 26, King Street, Govent Garden, W.C.2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac, a speciality.—ADVT.]

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London Gazette—FRIDAY, NOV. 26.

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THE CITY LEASEHOLDS INVESTMENT CO. LTD.—Creditors are required, on or before Dec. 10, to send their names and addresses, and the particulars of their debts or claims, to Harold John Snowden, 22, Basinghall-st., E.C.2, liquidator.

BURMA EXPLORATION CO. LTD.—Creditors are required, on or before Dec. 31, to send in their names and addresses, with particulars of their debts or claims, to Thomas Mallinson, 65, Broad Street-av., Blomfield-st., liquidator.

SCOTTISH MASHONALAND GOLD MINING CO. LTD.—Creditors are required, on or before Jan 10, to send in their names and addresses, and the particulars of their debts or claims, to Messrs. Walter Forbes and James William Clark, 8, Old Jewry, E.C.2, liquidators.

THE CAWOOD GAS CO. LTD. (1917).—Creditors are required, on or before Dec. 2, to send their names and addresses, and the particulars of their debts or claims, to Mr. Morris Milner, Cawood, Selby, liquidator.

D. HURTLEY & SONS LTD.—Creditors are required, on or before Dec. 15, to send their names and addresses, and particulars of their debts or claims, to William C. Burkinshaw, 2, Parliament-st., Hull, liquidator.

J. L. GOLDARBEITER & CO. LTD.—Creditors are required, on or before Dec. 24, to send in their names and addresses, and full particulars of their debts or claims, to Charles Henry Smith, 14, Copthall-av., E.C., liquidator.

London Gazette.—TUESDAY, NOV. 30.

TIRDONKIN COLLIERIES LIMITED.—Creditors are required, on or before Jan. 15, to send their names and addresses, and the particulars of their debts or claims, to Horace Cuthbert Martin Daniell, The Elms, Mumbles, Swansea, liquidator.

T. HOOLEY LIMITED.—Creditors are required, on or before Dec. 19, to send their names and addresses, and particulars of their debts or claims, to Mr. Walter Gath, Prudential Buildings, Nottingham, liquidator.

JACOB THOMLINSON LIMITED.—Creditors are required, on or before Jan. 3, to send their names and addresses, and the particulars of their debts or claims, to Roland C. Saint, 22, Lowther-st., Carlisle, liquidator.

GREAT LAXEY LIMITED.—Creditors are required, on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims, to John Milburn Gibson, Foundry Office, South Quay, Douglas, liquidator.

THE ACCRA LIGHTERAGE COMPANY LIMITED.—Creditors are required, on or before Feb. 21, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Gilchrist Crocker, West African-house, Kingsway, liquidator.

ESTANCIA CERRILLOS COMPANY LIMITED.—Creditors are required, on or before Mar. 31, to send their names and addresses, and the particulars of their debts or claims, to Robert Lewin Hunter and Henry Watts, Finsbury-pavement-house, E.C., liquidators.

DECOLOURIZER CO. LIMITED.—Creditors are required, on or before Jan. 7, to send their names and addresses, and the particulars of their debts or claims, to Hugh Bayley, of Messrs. Stowel & Bayley, 1, Booth-st, Manchester, liquidator.

THE MARYPORT BREWERY LIMITED.—Creditors are required, on or before Jan. 3, to send their names and addresses, and the particulars of their debts or claims, to Roland C. Saint, 22, Lowther-st., Carlisle, liquidator.

W. M. FOOD COMPANY LTD.—Creditors are required, on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. Wm. Emmerson, 28, Bond-st., Leeds, liquidator.

T. EMERY'S AUTOMATIC POWER GENERATING MOTORS LIMITED.—Creditors are required, on or before Dec. 16, to send their names and addresses, and the particulars of their debts or claims, to Charles Pillow, 302, Strand, liquidator.

CRANES (BIRMINGHAM) LIMITED.—Creditors are required, on or before Dec. 14, to send their names and addresses, and the particulars of their debts or claims, to Arthur Whinney, 49, Frederick's-pl., E.C., liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, NOV. 26.

Adr. Van Den Hurk Ltd.
Guernsey Brewery Co. Ltd.
Gaskell & Huskinson Ltd.
Avon Motor Body Co. Ltd.
The City Leaseholds Investment Co. Ltd.
Electric Supply Company of Western Australia Ltd.
North West Durham Transport and Garage Co. Ltd.
Liverpool Delivery Service Ltd.
Fast Colour Eyelet Co. Ltd.
J. Stonehouse Ltd.
Steam Drifters Stores Co. Ltd.
J. J. Fewins & Co. Ltd.
The Teignmouth Building Company.
Seaman & Co. Ltd.
Woolley, Gee & Co. Ltd.
The Queen's Theatre (Leeds) Ltd.
Oxford Picture Palace (Sheffield) Ltd.
Woodseats Picture Palace Ltd.
Pavilion (Attercliffe) Ltd.
Rugby Town Hall Co. Ltd.
The Bolton West Ward Conservative Club Co. Ltd.
Smiths (Jarrow) Ltd.
The Reliance Deposit & Loan Co. Ltd.
Burma Exploration Co. Ltd.
Ariadne Steamship Co. Ltd.
Nelia Steam Shipping Co. Ltd.
Matrix Moulding Machine Co. Ltd.
The Llandyssul Institute Co. Ltd.
The Centrifugal Air Blast Co. Ltd.
The Tully Steamship Co. Ltd.
Heeley Electric Palace Ltd.
Parkgate and Denaby Theatres Ltd.
Lintner & Co. Ltd.
J. L. Goldarbeiter and Co. Ltd.
Occidental & Oriental Steam Navigation Co. Ltd.
C. Hodson & Sons Ltd.
High Speed Machinery Co. Ltd.
Folkestone Picture Playhouse Ltd.
I. Cohen & Co. Ltd.

London Gazette.—TUESDAY, Nov. 30.

Albion Brewery Co. Ltd.
Williamson Film Printing Co. Ltd.
The Clitheroe Steam Laundry Co. Ltd.
The Bedford Street Picture House (Leamington Spa) Ltd.
The Cheapside Drapery Stores Ltd.
Crews Hill Golf Club Ltd.
The Wem Cash Drapery Co. (late J. L. & E. T. Morgan) Ltd.
Great Laxey Ltd.
William Evans and Co. Ltd.
Midland Cigar Box Manufacturing Co. Ltd.
The Dunkwa Mining Syndicate Ltd.
Crystol & Co. (Swansea) Ltd.
The Ontario Porcupine Goldfields Development Co. Ltd.
Southern Commercial Supplies Ltd.
The London Dublin Gold Coast Syndicate Ltd.
Bliss Sports & Games Manufacturers Ltd.
Essex Victuallers & Caterers Ltd.
C. L. P. Syndicate Ltd.
The Walabodia Tea and Rubber Co. Ltd.
Smithfield Produce Co. Ltd.
William Stevens (Barnet) Ltd.
Coastcon Steamship Co. Ltd.
The Accra Lighterage Co. Ltd.
Morgan and Co. Ltd.
A. & W. Nesbitt Ltd.
T. Emery's Automatic Power Generating Motors Ltd.
The Northern Felt Co. Ltd.
Lylco Ltd.
George Wright Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette, FRIDAY, Nov. 26.

ANTHONY, MARGARET, Carmarthen. Dec. 30. Rundle & McDonald, Devonport.
ASH, FITZ WILLIAM, Kingston-upon-Hull. Jan. 4. Woodhouse, Chambers & Co., Hull.
BAINES, ERNEST GAMBART, Scarborough. Jan. 1. Medley, Drawbridge & Co., Scarborough.
BENINGFIELD, JOHN WILLIAM, 17, King-st., Cheapside. Dec. 25. Denton, Hall & Burgin, Gray's-Inn-pl., W.C.1.
BERGMANN, GEORGE, Hove. Dec. 31. Rundle & Hobrow, Ironmonger-la., E.C.2.
BUTLER, BENJAMIN, Tunbridge Wells, Marine Store Dealer. Dec. 31. Robert Gower, Tunbridge Wells.
CEARNS, MARIA ASHTON, Folkestone. Jan. 1. Bloxam, Ellison & Co., Lincoln's Inn-fields, W.C.2.
CHAPMAN, GEORGE HENRY, Durham, Farmer. Jan. 7. Arthur Parkin & Townsend, Stockton-on-Tees.
CLARKE, SYDNEY ANTHONY, Ipswich, Tobacconist. Jan. 1. Guy C. Bantoft, Ipswich.
COOPER, JESSE, Windsor, Coachbuilder. Dec. 28. Durnford & Gale, Windsor.
COX, JOSEPH, Boscombe, Hants, Frame Maker. Jan. 10. Savery & Stevens, Fen-court, Fenchurch-st., E.C.3.
CROSSLEY, MARY ANN, Birkdale, Southport. Dec. 20. Clark & Clark, Oldham.
CUMBERLAND, FRANCES ELIZABETH, Hampstead. Jan. 5. C. G. Scott, Son & Pryce, New Broad-st., E.C.2.
DOWVILLE, SUSANNAH, Norwich. Dec. 31. Rackham & Robinson, Norwich.
FITTON, ALFRED, Patricroft, nr. Manchester. Dec. 24. W. La Coste Bowden, Manchester.
FOSKETT, HENRY, Eastbourne. Dec. 22. Robert J. Foskett, Portman-st., W.1.
FRASER, BESSIE, Reading. Dec. 24. Evans, Lockett & Co., Liverpool.
HANDY, JOHN, Marley Hill, Durham. Dec. 28. Mather & Dickinson, Newcastle-upon-Tyne.
HARGREAVES, MARY HANNAH, Bramley, Leeds. Jan 1. Peckover, Scriven & Co., Leeds.
HARROP, ELIZA ANN CLAYTON, Blackpool. Dec. 10. T. Wyllie Kay, Blackpool.
HASTE, WILLIAM, Bramley, Leeds. Dec. 31. E. M. Jones & Son, Leeds.
HOME, JUAN RATES v., Barcelona. Dec. 28. Leader, Plunkett & Leader, Newgate-st., E.C.1.
HOWITT, THOMAS CHARLES, Balham. Dec. 31. Theodore, Goddard & Co., Serjeants'-inn, E.C.4.
HUDSON, EDITH HANNAH, Bradford. Dec. 31. Greaves & Firth, Bradford.
JACKSON, JOHN HENRY, Eastney, Portsmouth. Dec. 31. G. H. King & Franckeiss, Portsmouth.
JARRETT, ELIZABETH, Gerrards Cross, Bucks. Jan. 1. Walter C. Hetherington, Ealing, W.5.
JEFFREY, FREDERICK FELSTEAD, St. Swithin's-la., E.C., Printer. Dec. 31. Hubbard, Son & Eve, Queen-st., E.C.4.
KENSINGTON, ANN EDITH, Haverstock-hill. Dec. 31. Snell & Co., Tunbridge Wells.
KNIGHT, ELLEN, Scarborough. Dec. 31. Morgan, Wright, Horner, Sampson & Wood, Bradford.
LLOYD, MARY JANE, Abergavenny. Dec. 18. Gabb, Price & Fisher, Abergavenny.
MACDONALD, SOPHIA PHYLLIS, Walthamstow. Dec. 30. Gellatly & Son, Billiter-st., E.C.3.
MARVIN, CAROLINE ALICE, Southsea. Jan. 1. Edgcombe, Hellyer & Robinson, Southsea
MILLS, ISABELLA, Hale, Chester. Dec. 21. Risque & Robson, Manchester.
MORGAN, Mrs. JANE ELIZABETH, Beckenham. Jan. 1. Long & Gardiner, 8, Lincoln's-inn-fields, W.C.2.
MUMFORD, ROSA ELIZABETH, Norwich. Dec. 25. Herbert Goodchild, Norwich.
PIESSE, GEORGE CHAPLIN NICHOLSON, Soho-sq. Dec. 25. Walter Maskell & Co., 7 John-st., Bedford-row, W.C.1.
POOLE, EMILY, Leeds. Dec. 24. Harrison & Sons, Leeds.
ROBINSON, MARIA DOROTHEA HAREWOOD, York. Jan. 8. H. H. Wells & Sons, Paternoster-row, E.C.4.
RUDMAN, SAMUEL, Manchester. Dec. 28. Foyster, Waddington & Morgan, Manchester.
SAYLES, GEORGE, Hillsborough, Sheffield, Costs Clerk. Dec. 31. Pye-Smith & Barker, Sheffield.
SCOTT, SARAH, Newcastle-upon-Tyne. Jan. 5. Robert Brown & Son, Newcastle-upon-Tyne.
SHAW, WILLIAM, Southport, Lancs. Dec. 31. Gaunt, Foster & Co., Bradford.
SHAW, LAWSON ROBERT, Upper Berkley-st., Commercial Traveller. Dec. 14. Alfred A. Robinson, Basinghall-st., E.C.2.
SMITH, BAKER ATKINSON, Labourer, Hull. Jan. 7. Maw & Redman, Hull.
SMITH, WILLIAM DAVID, Cricklewood, Wholesale Confectioner. Dec. 31. Rocho, Son & Neale, Church-ct., Old Jewry, E.C.2.
SMITHSON, EDWARD WALTER, Hitchin. Dec. 24. Parker, Garrett & Co., St. Michael's Rectory, Cornhill, E.C.3.
SMITH, ALFRED JAMES, Plumstead. Dec. 10. Herbert Vaughan, Woolwich, S.E.18.
STRONG, RIGHT HONOURABLE SIR THOMAS VEREY, Ganwic, Barnet. Jan. 6. Whites & Co., Budge-row, E.C.4.
THOMAS, JANE, Falmouth. Dec. 30. C. Vincent Downing, Falmouth.
RINGLER-THOMSON, FANNY MARY ROSE, Chichester. Dec. 24. M. Burrell, Gosport.
TURTLE, ANN, Salford. Dec. 14. E. Lorimer Wilson, Manchester.
TYARS, JOHN FREDERICK, Wisbech St. Peter, Grocer. Dec. 31. King & Sharman, March, Cambs.
WARNER, EMANUEL, Hampstead, Theatrical Agent, Dec. 31. Beard, Sons & Sparkes, Queen-st., E.C.4.
WILLIAMSON, JOSEPH, Leeds, Horse Dealer. Dec. 31. Booth & Co., Leeds.
WILLIAMS, AMELIA SARAH, Brighton, Jan. 15. B. Bunker, Hove.
WOOD, MARTHA, Newport, Salop. Jan. 6. Liddle & Heane, Newport.
WRINCH, SARAH ELIZABETH, Preston, Suffolk. Dec. 18. Ward & Ward, Harwich.

London Gazette.—TUESDAY, Nov. 30.

ALLCARD, MIRIAM ELIZA, Southport. Dec. 22. Ashington & Denton, Sheffield.
BARLOW, PERCY HEYWOOD, Rhos-on-Sea, Denbigh. Jan. 1. Frederick Hamer, Ashton-under-Lyne.
BEARCROFT, ARTHUR JAMES, Droitwich. Dec. 31. Lord & Parker, Worcester.
BOYD, THOMAS, Leeds, Cloth Finisher. Dec. 31. Fredk. Blackston, Leeds.
CHAMBERS, GERVASE WILLIAM, Derby, Plumber. Dec. 21. Flint, Son & Marsden, Derby.
CHANNING, ALBERT GEORGE RICHARD, Seven Kings, Company Director. Dec. 31. Henry N. Philcox, Trinity-st., S.E.1.
COLSON, ANNIE ELLIS FAIRCHILD, St. Mary's, Scilly. Jan. 8. Adkin & Son, Salters' Hall-court, E.C.4.
COOPER, FANNY, East Southsea. Dec. 31. Wootton & Son, Victoria-st., S.W.1.
COOPER, LAURA, East Southsea. Dec. 31. Wootton & Son, Victoria-st., S.W.1.
COSENS, MARY ELIZABETH, Brighton. Jan. 10. James & James, Ely-place, E.C.1.
CRAVEN, AUSTIN, Stretford, Mineral Water Manufacturer. Jan. 30. Crofton, Craven & Co., Manchester.
DARBYSHIRE, MARY GLOVER, Leamington. Jan. 31. Pinsent & Co., Birmingham.
DAVIS, ALFRED, South Croydon, Merchant. Jan. 3. Goldberg & Barrett, West-st., E.C.2.
FLETCHER, LIZZIE, Cheadle, Confectioner. Dec. 7. William Johnston & Co., Stockport.
FLINT, WILLIAM, Southport, Lancaster. Dec. 25. L. Percy Steele, Burnley.
GUY, HENRY, Redcar, Yorks, Pilot. Dec. 15. B. H. Vores, East Dereham.
HALL, WILLIAM HENRY, Shaw, Lancaster, Licensed Victualler. Dec. 31. Sam. Holroyd, Oldham.
HAZELL, FREDERICK THOMAS, Chorlton-on-Medlock. Dec. 7. Wilfrid Taylor, Manchester.
HEARN, THOMAS GEORGE, Leytonstone. Jan. 3. H. P. Russell, Bexley Heath.
HIGHAM, MARY HANNAH, Horwich, Lancaster, Licensed Victualler. Dec. 22. A. E. Eastwood, Bolton.
JONES, THOMAS, Malvern, Monumental Mason. Dec. 30. H. H. Foster, Malvern.
KIRK, JOHN SYLVESTER, Nottingham, Grocer. Dec. 16. Warren & Allen, Nottingham.
LANE, ANNA MARIA, Portsmouth. Dec. 21. Parker, Blake & Larcome, Portsmouth.
LYNEX, WILLIAM THURSTAN, Whitechapel. Dec. 31. Mount, Sterry & Wheeler, Martin-lane, E.C.4.
MARSHALL, GEORGE, Long Ashton, Somerset, Farmer. Dec. 31. Meade-King & Co., Bristol.
MEGSON, ALBERT HENRY, Manchester, Stationer. Dec. 29. W. H. Dixon & Co., Manchester.
MILLS, JAMES DOUTON, Maida Vale, Engraver. Jan. 8. Marson & Toulmin, Southwark Bridge-road, S.E.1.
MITCHELL, GEORGE, Newcastle-upon-Tyne, Pattern Maker. Dec. 21. Manghan & Hall, Newcastle-upon-Tyne.
NICOL, JOHN GLOVER, Malvern Link, Worcester, Glove Manufacturer. Dec. 31. Tree, Hemming & Johnston, Worcester.
NUTT, EDITH HARRIETT, Eastbourne. Dec. 30. A. E. and C. F. Pridham, Theobald's-road, W.C.1.
OLIVER, JANE, Saltash, Cornwall. Dec. 31. Shelly & Johns, Plymouth.
OLPHERTS, WYBRANTS GEORGE, Upper Norwood. Jan. 12. Martin & Nicholson, Queen-st.
OSTLER, JOHN ERIC, Scarborough. Dec. 27. John S. Saxelbye, Hull.
PARADISE, WILLIAM EDWARD, Cardiff, Photographer. Dec. 24. W. H. Pethybridge, Cardiff.
PARKE, CAPTAIN ALLAN, M.C., Withnell, Lancaster. Dec. 10. J. W. Carter, Blackburn.
PETERS, MAURICE, Penarth, Glam., Engineer. Dec. 30. F. C. Tunnicliffe, Penarth.
PHILLIPS, GEORGE WALLER, Eastbourne. Dec. 25. Hingley & Roll, Eastbourne.
RHODES, ABRAHAM, Thornton, Farmer. Dec. 15. Sugden & Co., Keighley.
SHEARMAN, ELLEN AMELIA, Brondesbury, N.W. Jan. 7. Saml. Price, Sons & Robertson Walbrook, E.C.4.
SMITH, ISABEL GRENTON, Titchfield-terrace. Jan. 8. Adkin & Son, Salters' Hall-ct., E.C.4.
SPENS, MARY ELIZABETH, Walton-on-Thames. Dec. 28. Hopgood, Mills, Steele & Co., New-square, W.C.2.
STEWART, LADY MONA GOUGH CAMPBELL, South Kensington. Dec. 31. Hy. Greenall & Co., Warrington.
STEED, GEORGE FREDERICK, Leytonstone. Dec. 31. R. C. Bartlett, Bedford-row, W.C.1.
THORPE, ELEANOR MAUD, Cheadle Hulme, Chester. Dec. 17. John B. Kevill, Chorley.
VALE, CAROLINE, Southall. Dec. 15. W. How Davey, Earl's Court-road, S.W.5.
VOWLES, FRANCES ANN JENNINGS, Huntspill, Somerset. Dec. 20. F. W. Bishop & Tyrrell, Bridgwater.
WILSON, SARAH JANE, Whetstone. Dec. 31. H. H. Wells & Sons, Finchley, N.3.
WOOD, ESTHER HARRIET, Battle. Dec. 28. Perkins & Perkins, Gray's Inn-square.
WRATISLAW, COUNTESS [FRANCIS WENEEL, Welton, Northampton. Dec. 30. W. F. & W. Willoughby, Daventry.
WYNESS, ROSE, Canterbury, New Zealand. Jan. 8. Adkin & Son, Salters' Hall-ct., E.C.4.

Bankruptcy Notices.

London Gazette—FRIDAY, Nov. 26.

RECEIVING ORDERS.

AUSTIN, WILLIAM, Bournemouth. Poole. Pet. Nov. 23. Ord. Nov. 23.
BALCHIN, S., Fawkham, Baker. High Court. Pet. Oct. 20. Ord. Nov. 23.
BARNES, WALTER JAMES, Old Kent-rd., Stained Glass Manufacturer. High Court. Pet. Nov. 23. Ord. Nov. 23.
BARNES, JOHN GEORGE, Blackburn, Cotton Mill Manager. Blackburn. Pet. Oct. 25. Ord. Nov. 23.
BATCHELOR, JOHN, Walsall, Retail Draper. Walsall. Pet. Nov. 20. Ord. Nov. 20.
CAVE, ROWLAND CAVE BROWNE, Queen's Gate, S.W. High Court. Pet. Oct. 29. Ord. Nov. 23.
CROSS, JAMES, Mansell Lacy, Hereford, General Estate Worker. Hereford. Pet. Nov. 22. Ord. Nov. 22.
FRUCHTMAN, AARON, Drummond-st., N.W. High Court. Pet. Oct 30. Ord. Nov. 23.
GILLHAM, MAUD MARY, Regent's Park, Blouse Manufacturer. High Court. Pet. June 25. Ord. Nov. 24.
HEARNE, THOMAS RALPH, Wells, Somerset, Bookseller. Wells. Pet. Nov. 23. Ord. Nov. 23.
HEMS, ALFRED EDWARD, Leigh-on-Sea, Traveller. Birmingham. Pet. Aug. 26. Ord. Nov. 18.
HOPCRAFT, ALBERT WILLIAM, Boscombe, Boarding-house Keeper. Poole. Pet. Nov. 22. Ord. Nov. 22.
KINGSLEY, L. T., Woodford, Tailor. High Court. Pet. Oct. 9. Ord. Nov. 24.
LEIGH, R. S., Tottenham. Edmonton. Pet. Oct. 23. Ord. Nov. 24.
LE NEVEU, HERBERT COOKE, Hammersmith, Boot Factor. High Court. Pet. Nov. 22. Ord. Nov. 22.
MANDERS, T. C., Gravesend. Rochester. Pet. Oct. 13. Ord. Nov. 22.
MARSHALL, HERBERT GEORGE, Frinton, Art Furnisher. Colchester. Pet. Nov. 23. Ord. Nov. 23.
PEARS, HERBERT WILLIAM, Herne Hill, Ironmonger. High Court. Pet. Nov. 23. Ord. Nov. 23.
SEGELMAN, JACK, and TANKLE, BENJAMIN, Leeds, Cabinet Makers. Leeds. Pet. Nov. 22. Ord. Nov. 22.
WILLIAMS, CAROLINE ELIZABETH, Ludlow, Draper. Leominster. Pet. Nov. 20. Ord. Nov. 20.

Amended Notice substituted for that published in the *London Gazette* of Nov. 16, 1920.

MOSS, CHARLES HUTTON, Upper Norwood, S.E.19. Croydon. Pet. Sept. 16. Ord. Nov. 11.

FIRST MEETINGS.

BALCHIN, S., Fawkham, Baker. High Court. Dec. 7 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.
BARNES, WALTER JAMES, Old Kent-rd., Stained Glass Manufacturer. High Court. Dec. 10 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

CAVE, ROWLAND CAVE BROWNE, Queen's Gate, S.W. High Court. Dec. 10 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.

CHENEY, ETHEL MAY, Newcastle-under-Lyme, Dressmaker. Hanley. Dec. 3 at 11. Off. Rec., 9, Brook-st., Stoke-upon-Trent.

CROSS, JAMES, Hereford, General Estate Worker. Hereford. Dec. 4 at 12.30. Off. Rec., Offa-st., Hereford.

EDGERLEY, CHARLES SAMUEL, Maidenhead, Berks. Windsor. Dec. 7 at 3. 14, Bedford-row, W.C.

EDLEY, WILLIAM ALFRED, Sheffield, Cutlery Manufacturer. Sheffield. Dec. 3 at 11. Off. Rec., Figtree-la., Sheffield.

FRUCHTMAN, AARON, Drummond-st., N.W. High Court Dec. 10 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

GANNAWAY, GEORGE, Bristol, Furniture Dealer. Bristol. Dec. 8 at 11.30. Off. Rec., 26, Baldwin-st., Bristol.

GILLHAM, MAUD MARY, Gloucester-cres., Regent's Park, Blouse Manufacturer. High Court. Dec. 8 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

HARTLES, JOHN HENRY, Hockley Heath, Farmer. Birmingham. Dec. 3 at 11.30. Ruskin Chambers, 191, Corporation-st., Birmingham.

HEARNE, THOMAS RALPH, Wells, Somerset, Bookseller. Wells. Dec. 8 at 12.30. The Guildhall, Market-pl., Wells.

HEMS, ALFRED EDWARD, Leigh-on-Sea, Traveller. Birmingham. Dec. 7 at 11.30. Ruskin Chambers, 191, Corporation-st., Birmingham.

HOWARD, BERNARD, Penrith, Carlisle. Dec. 7 at 2. 34, Fisher-st., Carlisle.

KENT, WILLIAM GEORGE, Walton, Butcher. Ipswich. Dec. 3 at 11. Off. Rec., Princes-st., Ipswich.

KINGSLEY, L. T., Woodford, Tailor. High Court. Dec. 8 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

LE NEVEU, HERBERT COOKE, Hammersmith, Boot Factor. High Court. Dec. 7 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

LOWE, JOHN WILLIAM, Tonge, Bolton, Dataller. Bolton. Dec. 6 at 3. Off. Rec., Byrom-st., Manchester.

PEARS, HERBERT WILLIAM, Herne Hill, Ironmonger. High Court. Dec. 8 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

PORTER-STREET DOMESTIC BAZAAR, The, Kingston-upon-Hull, Hardware Dealers. Kingston-upon-Hull. Dec. 8 at 11.30. Off. Rec., York City Bank Chambers, Lowgate, Hull.

ROBERTS, HENRY EDWARD, Coventry. Coventry. Dec. 6 at 12.30. Off. Rec., High-st., Coventry.

SPENCER, GEORGE, Sutton-in-Ashfield, Grocer. Nottingham. Dec. 6 at 11.30. Off. Rec., 4, Castle-pl., Nottingham.

WHARTON, FREDERICK JOHN, Stalybridge, Woollen Overlooker. Ashton-under-Lyne. Dec. 6 at 3.30. Off. Rec., Byrom-st., Manchester.

WRIGHT, PHILIP, Ipswich, Fish Merchant. Ipswich. Dec. 3 at 12r Off. Rec., Princes-st., Ipswich.

ADJUDICATIONS.

ATLES, FELIX, Spitalfields, Wholesale Woollen Merchant, High Court. Per. Oct. 19. Ord. Nov. 20.

BARNES, WALTER JAMES, Old Kent-rd., Stained Glass Manufacturer. High Court. Pet. Oct 19. Ord. Nov. 24.

BATCHELOR, JOHN, Walsall, Wholesale Draper. Walsall. Pet. Nov. 20. Ord. Nov. 20.

CARROLL, ARTHUR LAWRENCE, Barcombe Mills, Sussex, Hotel Proprietor. Brighton. Pet. Oct. 28. Ord. Nov. 24.

CHIANDETTI, G. B., Soho. High Court. Pet. Oct. 12. Ord. Nov. 23.

CROSS, JAMES, Hereford, General Estate Worker. Hereford. Pet. Nov. 22. Ord. Nov. 23.

FERNAU, PHILIP NOEL, Grosvenor-pl. High Court. Pet. Sept. 14. Ord. Nov. 23.

HEARNE, THOMAS RALPH, Wells, Somerset, Bookseller. Wells. Pet. Nov. 23. Ord. Nov. 23.

HENDERSON, JOHN WILLIAM, Birkenhead, Draper. Birkenhead. Pet. Nov. 19. Ord. Nov. 23.

HOPCRAFT, ALBERT WILLIAM, Bournemouth, Boarding-house Keeper. Poole. Pet. Nov. 22. Ord. Nov. 22.

KEIRAN, PATRICK JOSEPH, Waterloo-pl., Pall Mall. Director. High Court. Pet. June 25. Ord. Nov. 20.

MARSHALL, HERBERT GEORGE, Frinton, Essex, Art Furnisher. Colchester. Pet. Nov. 23. Ord. Nov. 23.

MASON, GEORGE, Wisbech Saint Peter, Surgeon. King's Lynn. Pet. Oct. 22. Ord. Nov. 20.

MASON, ISAAC JOEL, Manchester, India Rubber Merchant. Manchester. Pet. Nov. 13. Ord. Nov. 24.

MODERN, RICHARD, South Kensington, S.W.10, Commission Agent. High Court. Pet. Nov. 2. Ord. Nov. 23.

PEARS, HERBERT WILLIAM, Herne Hill, Ironmonger. High Court. Pet. Nov. 23. Ord. Nov. 23.

PILLING, F. E., Upper Tooting. High Court. Pet. Oct. 5. Ord. Nov. 22.

SEGELMAN, JACK, and TANKLE, BENJAMIN, Leeds, Cabinet Makers. Leeds. Pet. Nov. 22. Ord. Nov. 22.

SHEPHERD, WILLIAM MOXON, Lower Bourne, Surrey. High Court. Pet. Oct. 9. Ord. Nov. 24.

SIMS, GEORGE FREDERICK VERNON, Throgmorton-Av. High Court. Pet. Feb. 2. Ord. Nov. 22.

Amended Notice substituted for that published in the *London Gazette* of Nov. 5, 1920.

COOPER, HENRY ALLAN, Bristol, Compositor. Bristol. Pet. Nov. 1. Ord. Nov. 1.

London Gazette.—FRIDAY, Nov. 26.

ORDERS ANNULLING AND RESCINDING ORDERS.

RADLEY, H. C., St. James's-place, W. High Court. Adjud. Jan. 15, 1920, annul. Rec. Ord. Dec. 18, 1919, resc. Annul. and Resc. Nov. 22, 1920.

SCHOFIELD, THOMAS BROADBENT, 133, Westbourne-terrace, Government Clerk. High Court. Rec. Ord. Dec. 9, 1915, resc. Adjud. Dec. 15, 1915, annul. Annul. and Resc. Nov. 4, 1920.

London Gazette.—TUESDAY Nov. 30.

RECEIVING ORDERS.

AUGUST, JOHANNES ROBERT CARL, Halifax, Engineer. Halifax. Pet. Oct. 28. Ord. Nov. 26.

BANKS, FREDERICK COLIN, Barrow-in-Furness, Grocer. Barrow-in-Furness. Pet. Nov. 24. Ord. Nov. 24.

BEADLE, IVAN ALAN NEVILLE, Maidstone, Bandmaster. Maidstone. Pet. Oct. 27. Ord. Nov. 24.

BRAND, GEORGE CLIFFORD, Brighton, Baker. Brighton. Pet. Nov. 17. Ord. Nov. 26.

BROWN, WILLIAM ALBERT, Bromsgrove. Worcester. Pet. Nov. 15. Ord. Nov. 26.

CRUMP, ARTHUR, Cark-in-Cartmel, Lancaster, Iron Turner. Barrow-in-Furness. Pet. Nov. 27. Ord. Nov. 27.

FISHER, FREDERICK JAMES, Corringham, Grocer. Lincoln. Pet. Nov. 23. Ord. Nov. 23.

HICKS, GEORGE EDWARD, Mark, Somerset, Builder. Wells. Pet. Nov. 26. Ord. Nov. 26.

JACKSON, SAM, Batley, Pleasure Garden Proprietor. Dewsbury. Pet. Nov. 27. Ord. Nov. 27.

JONES, DAVID EDWARD, High Holborn, W.C., Stationer. High Court. Pet. Nov. 26. Ord. Nov. 26.

LOVE, CHARLES, Preston, Boot Repairer. Preston. Pet. Nov. 25. Ord. Nov. 25.

PARKES, ERNEST, Scarisbrick, near Ormskirk, Motor Mechanic. Liverpool. Pet. Nov. 26. Ord. Nov. 26.

RIGGS, TOM FOOT, Chesilborne, Wheelwright. Dorchester. Pet. Nov. 25. Ord. Nov. 25.

STABLEFORD, WILLIAM, Ardingly, Farmer. Brighton. Pet. Nov. 25. Ord. Nov. 25.

WILSON, JAMES ARTHUR, Cheetham Hill, Manchester, Builder. Manchester. Pet. Nov. 25. Ord. Nov. 25.

FIRST MEETINGS.

BANKS, FREDERICK COLIN, Barrow-in-Furness, Grocer. Barrow-in-Furness. Dec. 8 at 11.15. Off. Rec., Cornwallis-st., Barrow-in-Furness.

BATCHELOR, JOHN, Walsall, Draper. Walsall. Dec. 8 at 12. Off. Rec., Lichfield-st., Wolverhampton.

BRAND, GEORGE CLIFFORD, Brighton, Baker. Brighton. Dec. 7 at 2.30. Off. Rec., Marlborough-pl., Brighton.

CARROLL, ARTHUR LAWRENCE, Barcombe Mills, Sussex, Hotel Proprietor. Brighton. Dec. 8 at 3. Off. Rec., Marlborough-pl., Brighton.

COLE, FREDERICK WILLIAM, Bury St. Edmunds, Draper. Bury St. Edmunds. Dec. 7 at 12.15. Off. Rec., Princes-st., Ipswich.

FIELD, JOHN, Bolton, General Dealer. Bolton. Dec. 8 at 3. Off. Rec., Byrom-st., Manchester.

FISHER, FREDERICK JAMES, Corringham, Grocer. Lincoln. Dec. 9 at 12. Off. Rec., Lincoln.

FUNNELL, GEORGE, Lewes, Wheelwright. Brighton. Dec. 9 at 2.30. Off. Rec. Marlboro ugh-pl., Brighton.

HENDERSON, JOHN WILLIAM, Birkenhead, Draper. Birkenhead. Dec. 8 at 11.30. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool,

JONES, DAVID EDWARD, High Holborn, W.C., Stationer. High Court. Dec. 9 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

KIRBY, ERIC WILLIAM, Liverpool, Provision Merchant. Liverpool. Dec. 7 at 11.30. Off. Rec., Union Marine-bldgs., Dale-st., Liverpool.

LEADBETTER, HARRY, Barnley, Picturedrome Proprietor. Barnstaple. Dec. 10 at 2.30. Off. Rec., Bedford-circus, Exeter.

MERRILL, ARTHUR, Whitehall-ct. Hastings. Dec. 8 at 2.30. Off. Rec., Marlborough-pl., Brighton.

NICCOLL, JOHN, Old Trafford, Bone Produce Manufacturer, Ashton-under-Lyne. Dec. 8 at 3.30. Off. Rec., Byrom-st., Manchester.

SADLER, FREDERICK, Tintern, Mon., Grocer. Newport, Mon. Dec. 7 at 12.30. County Court Office, Dock-st., Newport, Mon.

SEGELMAN, JACK, and BENJAMIN TANKLE, Leeds, Cabinet Makers. Leeds. Dec. 8 at 11. Off. Rec., Bond-st., Leeds.

ADJUDICATIONS.

London Gazette.—TUESDAY, Nov. 30.

AUSTIN, WILLIAM, Westbourne, Bournemouth. Poole. Pet. Oct. 23. Ord. Nov. 27.

BANKS, FREDERICK COLIN, Barrow-in-Furness, Grocer. Barrow-in-Furness. Pet. Nov. 24. Ord. Nov. 24.

CRUMP, ARTHUR, Cark-in-Cartmel, Lancaster, Iron Turner. Barrow-in-Furness. Pet. Nov. 27. Ord. Nov. 27.

DAREWSKI, ERNEST, Rupert-st. High Court. Pet. Aug. 18. Ord. Nov. 26.

DAVIDSON, ELIZABETH MAY, Richmond, Confectioner. Wandsworth. Pet. Oct. 4. Ord. Nov. 26.

EVANS, GEORGE ALFRED MITCHELL, Whitehall-ct., Hove, Company Promoter. High Court. Pet. May 21. Ord. Nov. 26.

FISHER, FREDERICK JAMES, Corringham, Grocer. Lincoln. Pet. Nov. 23. Ord. Nov. 23.

HICKS, GEORGE EDWARD, Mark, Somerset, Builder. Wells. Pet. Nov. 26. Ord. Nov. 26.

JACKSON, SAM, Batley, Pleasure Garden Proprietor. Dewsbury. Pet. Nov. 27. Ord. Nov. 27.

LEIGH, ROBERT SYDNEY, Tottenham, Wholesale Stationer. Edmonton. Pet. Oct. 23. Ord. Nov. 26.

LESLIE, FRANK JOHN, Prescot, Solicitor. Liverpool. Pet. Aug. 31. Ord. Nov. 25.

LOVE, CHARLES GORDON, Preston, Shoe Dealer. Preston. Pet. Nov. 25. Ord. Nov. 25.

MILLBOURN, THOMAS, Wealdstone, Harrow, Agent. Barnet. Pet. Oct. 12. Ord. Nov. 25.

PARKES, ERNEST, Scarisbrick, near Ormskirk, Motor Mechanic. Liverpool. Pet. Nov. 26. Ord. Nov. 26.

RIGGS, TOM FOOT, Chesilborne, Wheelwright. Dorchester. Pet. Nov. 25. Ord. Nov. 25.

ROBERTS, ALFRED, Newton. Dorchester. Pet. Sept. 18. Ord. Nov. 25.

STUART, GEORGE BARCLAY, Hammersmith. High Court. Pet. Aug. 30. Ord. Nov. 25.

TOLLEMACHE, CECIL HERBERT, Bournemouth. Poole. Pet. Sept. 9. Ord. Nov. 26.

WILSON, JAMES ARTHUR, Cheetham Hill, Manchester, Builder. Manchester. Pet. Nov. 25. Ord. Nov. 25.

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By CECIL W. TURNER, Esq., *Barrister-at-Law*

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